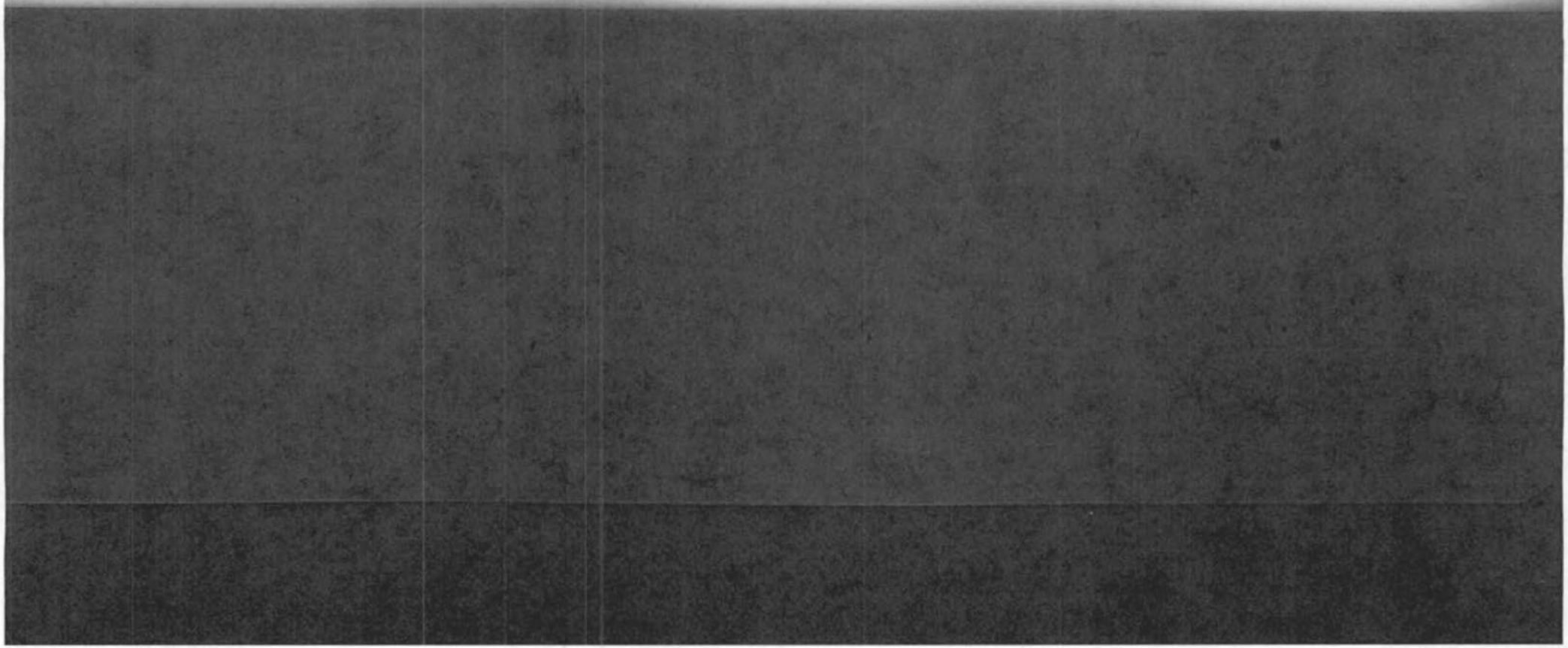
Release
after
Redaction
(home
addresses)



East Poplar Oil Field

GOETZ, GALLIK, BALDWIN & DOLAN, P.C.

JAMES H. GOETZ
BRIAN K. GALLIK
ROBERT K. BALDWIN
RICHARD J. DOLAN

ATTORNEYS AT LAW
35 NORTH GRAND 59715
P.O. BOX 6580
BOZEMAN, MONTANA 59771-6580
PH. (406) 587-0618 FAX (406) 587-5144

EMAIL:
goetzlawfirm@goetzlawfirm.com
WEBSITE:
www.goetzlawfirm.com

September 26, 2001

Nathan M. Wiser
Environmental Scientist
United States Environmental
Protection Agency
Region 8
999 18th Street, Suite 500
Denver, CO 80202-2465

Dear Mr. Wiser:

I was instructed by Mr. Gallik to make a copy of the depositions that we have taken to date and send them to you. If you should have any questions please feel free to contact me at this office at (406) 587-0618. I copied all that was in our files but looking at the stuff today it looks like there may be duplicates of one of the depositions. (Sydney Cambpell) I was not able to read through them to see if they were different from one another. If they are the same please feel free to throw one set away. I wanted to copy them asap and get them to you. Again if there are any problems please feel free to call me at this office.

Sincerely,

GOETZ, GALLIK, BALDWIN & DOLAN, P.C.

Autumn Sterkel,
Assistant to Brian K. Gallik

ADS: ads
Enclosures
J:\APPS\WPFILES\KIM\POPLAR\Wiser, Nathan 9-26-01.wpd

COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

****

CARY G. YOUPEE, et al.,

Plaintiffs,

vs.

MURPHY OIL USA, INC., et al.,

Defendants.

MESA PETROLEUM and PIONEER NATURAL RESOURCES, USA, INC.,

Defendants/Third Party Plaintiffs, & Cross-Plaintiffs,

vs.

AMARCO RESOURCES CORP. BESTWAY, INC.; WESTDALE PETROLEUM, INC.; and THE PRUDENTIAL GROUP,

Third Party Defendants,

vs.

JOHN DOES 4-50,

Cross-Defendants.

Cause No. CV 98-108-BLG-JDS

Judge Jack D. Shanstrom

DEPOSITION EXHIBITS 1 TO 34

In Reference to Depositions Taken:
June 11 & 12, 2001
Sherman Motor Inn,
Wolf Point, MT 59201

Joann D. Heser
Official Court Reporter
Fifteenth Judicial District
Roosevelt County Courthouse
Wolf Point, Montana 59201
Ph. (406) 653-6272
Home: (406) 525-3712

EXHIBITS

1	Map indicating Well locations
2	Notice of Taking Deposition of Allen Youpee
3A	Private Water System Bacteriological Water Analysis North Poplar, Allen F. Youpee Well #39
3B	Astro-Chem Lab, Inc. Water Analysis Report 4/2/93
3C	Astro-Chem Lab, Inc. Water Analysis Report 5/21/01 Allen Frank Youpee Private Well
4	Notice of Taking Deposition of Denise Grainger
5	Bureau of Indian Affairs Lease, Renz-Fort Peck Housing
6	Well Log Report, DNRC - Well M36, Denise Grainger
7	PHS Indian Health Service, Well Report for Denise Grainger
8	USGS Well Report, D. Grainger Well
9	Chemical Analysis Cover Letter to Denise Grainger from Joanna N. Thamke, USGS
10	Allotment or Estate Record, Mary Ricker
11	Allotment or Estate Record, Helen Youpee Brushorn
12	Receipts of Rene Martell and Josi Youpee, Home Repairs
13	EPA Emergency Administrative Order
14	FW: FYI-Fort Peck Groundwater Contamination E-mail, John Sery to Kenneth Hull et al.
15	Land Photos & Maps, Laura Bleazard
16	Notice of Taking Deposition of Laura Bleazard
17	USDA FSA Letter, Information on Programs, Production & Production Yield, Certification
18	FSA Abbreviated 156 Farm Record, Laura Bleazard
19	FSA 1996 Map, Aerial View of Farmland & Poplar River
20	FSA 2001 Map, Aerial View of Farmland & Poplar River
21	2001 Report of Acreage, Farm Summary, Laura Bleazard

22 *Map, Residence & 10 acres sold to Hendricksons, M32 Well*

23 *US Dept. of Housing Settlement Statement Hendrickson-Bleazard*

24 *Satisfaction of Mortgage Traders State Bank-Ross and Laura Bleazard*

25 *Loan Agreement, Bleazard-Traders State Bank*

26 *Prescription Bottle for Laura Bleazard*

27 *Chemical Analysis Water Reports, Donna Buckles-Whitmer*

28 *Water Analysis from Energy Laboratories, Donna Buckles*

29 *CFCD Mini-Grant Application, North 40 Enterprise Owner, Donna Buckles-Whitmer*

30 *Order Approving Will & Decree of Distribution Estate of Austin Reginald Scott Buckles, Sr.*

31 *Service in Action, Crop Tolerance to Soil Salinity*

32 *DNRC Well Log Report, Howard Grainger*

33 *U.S. Bureau of Indian Affairs Lease Renz-Fort Peck Housing Authority*

34 *Fort Peck Housing Authority, Evaluation of Account Charles Four Bear*

113

JOHN WALKER ROSS
Brown Law Firm, P.C.
315 North 24th Street
P.O. Drawer 849
Billings, MT 59103-0849
(406) 248-2611

Attorneys for Defendants MESA Petroleum Co., Pioneer Natural Resources Company and Pioneer Natural Resources USA, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

CARY G. YOUPEE, et al.,

Plaintiffs,

v.

MURPHY OIL USA, INC., et al.

Defendants.

MESA PETROLEUM and PIONEER NATURAL RESOURCES, USA, INC.,

Defendants/Third Party Plaintiffs, and Cross-Plaintiffs,

v.

AMARCO RESOURCES CORP. BESTWAY INC.; WESTDALE PETROLEUM INC.;and THE PRUDENTIAL GROUP,

Third Party Defendants,

v.

JOHN DOES 4-50,

Cross-Defendants.

Cause No. CV 98-108-BLG-JDS

Judge Jack D. Shanstrom

NOTICE OF TAKING DEPOSITION OF ALLEN YOUPEE AND REQUEST FOR PRODUCTION OF DOCUMENTS

EXHIBIT 2

TO: Alan Youpee and his attorneys of record, Richard J. Dolan and Brian Gallik, Goetz, Gallik, Baldwin & Dolan, P.C., P.O. Box 428, Bozeman, MT 59771-0428:

PLEASE TAKE NOTICE that, pursuant to Rule 26, M.R.Civ.P., the undersigned will take the deposition of Alan Youpee, on Wednesday, the 13th day of June, 2001, beginning at 8:00 p.m., or as otherwise arranged by the parties, at the Sherman Motor Inn , located a 200 East Main, Wolf Point, Montana, before a Notary Public of the State of Montana, or such other person qualified by law to administer oaths in the state of Montana.

The Deponent is requested to produce at such deposition all of the following documents and/or materials:

1. all information which may be relevant to claims and requests for damages made by plaintiffs in this action.

DATED this 25 day of May, 2001.

BROWN LAW FIRM, P.C.

By _____
JOHN WALKER ROSS

CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served on counsel of record by U.S. mail, postage prepaid and addressed as follows this 15 day of May, 2001.

Michael E. Webster
Carolyn Ostby
Crowley Law Firm
P.O. Box 2529
Billings, MT 59103-2529
Attorneys for Murphy Defendants

Robert Sterup
Dorsey & Whitney, LLP
P.O. Box 7188
Billings, MT 59103
Attorneys for Samson Resources Company

Gerald Murphy
Moulton, Bellingham. Longo & Mather
PO Box 2559
Billings, MT 59103-2559

BROWN LAW FIRM

PRIVATE WATER SYSTEM BACTERIOLOGICAL WATER ANALYSIS

Astro-Chem Lab, Inc.
P.O. Box 972 – Williston, ND 58802-0972
Phone (701) 572-7355

SEE REVERSE SIDE FOR INSTRUCTIONS

★ LEFT SIDE OF FORM TO BE COMPLETED BY COLLECTOR ★

Name of Collector | Phone No.

Date Collected: 5-21-01 | Time Collected: 11:35 AM

[redacted]

FOR LABORATORY USE ONLY

Sample Source (check one):

- [x] Domestic Well
- [ ] Cistern
- [ ] Spring
- [ ] Irrigation Well
- [ ] Public drinking water system
- [ ] Private swimming pool
- [ ] Stock well
- [ ] Other

Reason for Sample (check one):

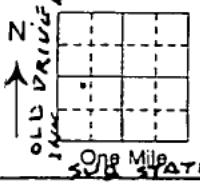
- [ ] Routine
- [ ] Retest
- [ ] Mortgage Requirement
- [ ] ND Dairy Dept. – Assigned ID No.
- [ ] USDA Required
- [ ] Required by other state federal regulations
- [ ] Water treatment check (raw or treated)
- [ ] Special purpose (explain)

WATER SUPPLY INFORMATION FOR PRIVATE SYSTEMS

Location (townsite name): # 39 NORTH POPLAR ALLEN F. YOUPEE

Township No. 28 | Range No. 51 EAST | Section No. 33

Mark Location on Sketch



Well Depth 130 ft.

Well Diameter 6" in.

Owner: ALLEN FRANK YOUPEE

[redacted]

Send Results to (if other than owner):

Address

City | State | Zip Code

STOP! RIGHT SIDE OF FORM IS FOR LABORATORY USE ONLY.

Lab Number #1002

Date & Time of Receipt 5-21-01 3:55 PM

Date & Time of Analysis 5-22-01 11:00 AM

Date Results Reported 5-29-01

Analyst Chris Hagen

ANALYSIS METHOD

- [ ] Fermentation Tube
- [ ] Membrane Filter
- [x] Presence – Absence
- [ ] MMO-ONPG
- [ ] Other

COLIFORM ANALYSIS

- [x] Coliforms Not Found – Satisfactory
- [ ] Coliforms Present – UNSATISFACTORY – SEND REPEAT SAMPLES
- [ ] Fecal Coliforms Present – UNSATISFACTORY
- [ ] E. coli PRESENT – UNSATISFACTORY

Coliforms per 100 ml _____ Fecal coliforms per 100 ml _____

SAMPLE VOIDED – SEND REPLACEMENT

- [ ] Turbid Without Gas Production
- [ ] Too Numerous to Count
- [ ] Confluent Growth
- [ ] Turbid Without Acid Reaction
- [ ] Sample too old
- [ ] Other

STANDARD PLATE COUNT PER ML _____

- [ ] Satisfactory
- [ ] Unsatisfactory

NITRATE-N _____ mg/l

- [ ] Satisfactory
- [ ] Unsatisfactory
- [ ] Result to Follow

EXHIBIT 3A

ASTRO-CHEM LAB, INC.

4102 2nd Ave. West
Williston, North Dakota 58801
P.O. Box 972
Phone 701-572-7355

WATER ANALYSIS REPORT

AMPLE NUMBER W-93-0761 DATE OF ANALYSIS 4-2-93

COMPANY

ITY Williston STATE ND

'ELL NAME AND/OR NUMBER

DATE RECEIVED 4-1-93 DEPTH

AMPLE SOURCE

LOCATION	OF SEC.	TWN.	RANGE	COUNTY
DISTRIBUTION	33	28	51 EAST	ROOSEVELT MT.

CONDUCTIVITY @ 77°F = 749.0 µMHOS/cm pH = 8.24

RESIDUAL SODIUM CARBONATE = -0.80 MEQ/L HARDNESS = 17.5 Grains/gal

SODIUM ADSORPTION RATIO = 0.96 HARDNESS = 300 mg/L

TOTAL DISSOLVED SOLIDS (CALCULATED) = 520 mg/L

SODIUM CHLORIDE (CALCULATED) = 83 mg/L

CATION	MEQ/L	mg/L	ANION	MEQ/L	mg/L
CALCIUM	4.3	85	CHLORIDE	1.4	50
MAGNESIUM	1.7	19	CARBONATE	0.0	0
SODIUM	1.7	38	BICARBONATE	5.2	317
IRON	0.0	0.0	SULFATE	0.0	0
POTASSIUM	0.1	5	NITRATE-N	0.4	5.2

REMARKS

EXHIBIT 3B

ASTRO-CHEM LAB, INC.

4102 2nd Ave. West
Williston, North Dakota 58802-0972
P.O. Box 972
Phone: (701) 572-7355

WATER ANALYSIS REPORT

SAMPLE NUMBER W-01-1345 DATE OF ANALYSIS 5-21-01

COMPANY Allen Frank Youpee

CITY Poplar STATE MT

WELL NAME AND/OR NUMBER Private Well

DATE RECEIVED 5-21-01 DEPTH

SAMPLE SOURCE Well

LOCATION OF SEC. TWN. RANGE COUNTY

DISTRIBUTION Allen Frank Youpee
Poplar, MT

CONDUCTIVITY @ 77°F = 1134.8 µMHOS/cm pH = 9.42

RESIDUAL SODIUM CARBONATE = 8.39 MEQ/L HARDNESS = 1.7 Grains/gal

SODIUM ADSORPTION RATIO = 17.55 HARDNESS = 28 mg/L

TOTAL DISSOLVED SOLIDS (CALCULATED) = 893 mg/L

SODIUM CHLORIDE (CALCULATED) = 96 mg/L

CATION	MEQ/L	mg/L	ANION	MEQ/L	mg/L
CALCIUM	0.1	2	CHLORIDE	1.6	58
MAGNESIUM	0.5	6	CARBONATE	1.0	30
SODIUM	9.7	223	BICARBONATE	8.0	488
IRON	0.0	0.2	SULFATE	1.6	77
POTASSIUM	0.2	8	NITRATE-N	0.0	0.4

REMARKS Date Sampled 5-21-01 @ 1:35 PM

ANALYZED BY: C. Hagen

112

JOHN WALKER ROSS
Brown Law Firm, P.C.
315 North 24th Street
P.O. Drawer 849
Billings, MT 59103-0849
(406) 248-2611

Attorneys for Defendants MESA Petroleum Co., Pioneer Natural Resources Company and Pioneer Natural Resources USA, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

CARY G. YOUPEE, et al.,

Plaintiffs,

v.

MURPHY OIL USA, INC., et al.

Defendants.

MESA PETROLEUM and PIONEER NATURAL RESOURCES, USA, INC.,

Defendants/Third Party Plaintiffs, and Cross-Plaintiffs,

v.

AMARCO RESOURCES CORP. BESTWAY INC.; WESTDALE PETROLEUM INC.;and THE PRUDENTIAL GROUP,

Third Party Defendants,

v.

JOHN DOES 4-50,

Cross-Defendants.

Cause No. CV 98-108-BLG-JDS

Judge Jack D. Shanstrom

NOTICE OF TAKING DEPOSITION OF DENISE GRAINGER AND REQUEST FOR PRODUCTION OF DOCUMENTS

EXHIBIT 4

TO: Denise Grainger, and her attorneys of record, Richard J. Dolan and Brian Gallik, Goetz, Gallik, Baldwin & Dolan, P.C., P.O. Box 428, Bozeman, MT 59771-0428:

PLEASE TAKE NOTICE that, pursuant to Rule 26, M.R.Civ.P., the undersigned will take the deposition of Denise Grainger on Wednesday, the 13th day of June, 2001, beginning at 2:00 p.m., or as otherwise arranged by the parties, at the Sherman Motor Inn , located a 200 East Main, Wolf Point, Montana, before a Notary Public of the State of Montana, or such other person qualified by law to administer oaths in the state of Montana.

The Deponent is requested to produce at such deposition all of the following documents and/or materials:

1. all information which may be relevant to claims and requests for damages made by plaintiffs in this action.

DATED this 25 day of May, 2001.

BROWN LAW FIRM, P.C.

By _____
JOHN WALKER ROSS

CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served on counsel of record by U.S. mail, postage prepaid and addressed as follows this 25 day of May, 2001.

Michael E. Webster
Carolyn Ostby
Crowley Law Firm
P.O. Box 2529
Billings, MT 59103-2529
Attorneys for Murphy Defendants

Robert Sterup
Dorsey & Whitney, LLP
P.O. Box 7188
Billings, MT 59103
Attorneys for Samson Resources Company

Gerald Murphy
Moulton, Bellingham. Longo & Mather
PO Box 2559
Billings, MT 59103-2559

BROWN LAW FIRM

ember 1977

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LEASE
Allotted

D. Grainger

Lease No. _____

Document No. _____

THIS LEASE, made and entered into this 2nd day of June 19 87, by and between Francis P. Renz Allotment # 791, hereinafter called the "LESSOR", and the Fort Peck Housing Authority hereinafter called the "LESSEE", in accordance with existing law and regulations (25 CFR 131) which by reference are made a part hereof, and subject to the approval of the Secretary of the Interior or his duly authorized representative acting under delegated authority.

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. PREMISES. The Lessor hereby leases to the Lessee the following real property located in the Roosevelt County, State of Montana, described as follows:
NE¼ NW¼ NW¼ NW¼ Section 33, T28, R51 Poplar, Montana

The above property will comprise one dwelling site.

2. USE OF PREMISES. The premises shall be used for the purpose of constructing a home and its appurtenances, under the Public Housing Project, with the financial assistance of Housing & Urban Dev., hereinafter called _____ the lender, a(n) _____ Agency that makes, guarantees, or insures loans, and for such other purposes, not inconsistent with the foregoing as may be approved by the Lessor and _____, the lender.

3. TERM. Lessee shall have and hold the described premises with their appurtenances for a term of 25 years beginning on the date of approval by the Secretary. This lease shall automatically and without notice renew for an additional term of 25 years on the same terms and conditions contained herein. This lease may not be terminated by either or both parties during the term provided herein if and so long as the lease and/or any improvements on the leased premises, or any interest therein are mortgaged, or pledged or encumbered as security for any loan to the lender or its successors pursuant to an authorized encumbrance instrument, unless the lender, or successor, consents in writing to such termination agreed upon by the Lessor and Lessee.

4 CONSIDERATION FOR LEASE. In consideration of the Lessor entering into the lease, the Lessee shall pay the Lessor for use of the premises rent at the rate of one dollar ($1.00) for each 25 year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof including this paragraph shall not be construed to prejudice the rights or impair the prosecution of any claim of the Lessee arising out of such condemnation proceeding.

5. SUBLEASES. The Lessee is hereby authorized to make subleases of its leasehold interests in connection with the construction, development, and occupancy of the house on the leased premises subject to the limitations of term and other conditions or limitations of this lease.

6. ASSIGNMENTS. This lease shall not be assigned, in whole or in part without the prior written consent of the Lessor or the Secretary, and _____, the lender, during the period that the lender has a financial interest in the project, provided that the Lessee may assign this lease or deliver possession of the premises to the United States of America without the consent of the Lessor or Secretary in the event of the issuance of a Notice of substantial Default, of substantial breach of any financial assistance contract between the Lessee and the United States.

7. IMPROVEMENTS. All improvements shall remain the property of the Lessee, sublessee or assignee until the expiration of the lease. All such improvements shall then become the property of the Lessor at the expiration or termination of this lease.

8. INSURANCE. Lessee agrees to obtain and maintain for owner's, landlord's, and tenant's public liability insurance, excluding property damage, at no cost to and in amounts acceptable to the Lessor and _____ the lender. It is understood and agreed that the term "owners" includes both the United States and the Lessor. The Lessee and its assigns shall hold the Lessor and the United States harmless from any claim of whatsoever nature arising out of the use or occupancy of the leased or subleased premises.

9. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land, the lender, and the Lessee shall be notified by the Secretary of any such change in the status of the land.

10. SHARE OF BENEFIT FROM LEASE. No member of Congress or any delegate thereto or any resident Assistant Secretary for Indian Affairs shall be admitted to any share or part of this lease or to any benefit that may arise therefrom.

11. VIOLATIONS OF LEASE. It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 131.

12. QUIET ENJOYMENT. Lessor agrees to defend the title of the leased premises and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the leased premises for the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

EXHIBIT 5

000133

13. SURRENDER OF POSSESSION. Upon the expiration or other termination date of this lease, the Lessee, sublessee, assignee shall without further action by Lessor, remove themselves from and surrender to the Lessor, complete and peaceable possession of the premises. No further occupancy or use rights are implied or granted by the provisions of this lease.

14. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purposes.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the Lessor.

17. ENCUMBRANCE. Lessee may, with approval of the Secretary, mortgage, pledge or otherwise encumber the lease or improvements on the leased premises as may be necessary and appropriate under a Federal financial assistance contract between the Lessee and _____, the lender. Provided, that Lessee shall not, without the prior written consent of the Lessor and Secretary and written approval of the lender, mortgage, pledge or encumber this lease or any interest in this lease or improvements on the leased premises when a prior, existing mortgage, pledge or encumbrance is in force with _____ the above lender or any other Federal or non-Federal agency. Nothing in this lease shall prevent the lender or other lender under an authorized encumbrance, from taking the necessary actions. If a sale or foreclosure occurs under the approved encumbrance the encumbrances may assign the leasehold interest only with the approval of the Secretary and purchaser's will be bound by the terms of this lease and will assume all obligations thereunder in writing.

18. MINERALS. Lessor excepts and reserves to itself, its successors, and its assigns, all oil, gas, coal, and minerals whatsoever, already found or which may hereafter be found, upon or under the premises, with the right to prospect for, mine, and remove the same. Lessor agrees not to exercise, or allow others to exercise, its rights to enter upon the surface of the premises, or use within a depth of 200 feet, the subsurface of the premises, provided, however, that the Lessor shall have the rights to explore, develop and extract minerals from the premises by operations carried on from adjoining lands.

19. DEFINITIONS. Secretary as used in this lease means the Secretary of the Interior or his duly authorized representative acting under delegated authority.

TO BE USED WHEN THE SITE IS ON INDIVIDUALLY OWNED TRUST LAND.

In Witness Whereof, the parties hereto have hereunto set their hands on the date first above written.

Karen A. Cain — WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

Edward (Buddy) S — LESSOR

X Monica A Buckles — LESSOR

_____ LESSOR

_____ LESSOR

Fort Peck
HOUSING AUTHORITY, LESSEE

Billie Gray Hawk — CHAIRMAN

Pearl Hogan — SECRETARY

The within lease is hereby approved:

_____
SECRETARY OF THE INTERIOR

000134

IV Denise Grainger

A. Location

Denise Grainger lives in a house in the northwest quarter of Section 33, which is south and west of the Biere wells (see map).

B. Property Interest And Basis Of Claim

Denise Grainger makes "household" claims based upon her mother's (Trivian) half interest in an allotment in Section 33. Denise Grainger lives on her Mother's allotted land, pursuant to a Fort Peck Housing Lease (document 133-134 attached.)

C. Well Data

Denise Grainger is associated with well M-36, (located in the northwest corner of Section 33). M-36 was drilled in 1989, (document 135 attached) and USGS monitoring data from 1990 and 1997 is reflected in attached documents 136 - 37. In 1989, chlorides were at 47. In 1990 chlorides were at 40 and dissolved solids at 2,120. In 1997, chlorides were at 76 and dissolved solids were at 2,370. Denise Grainger notes that in the early 1990's she noticed that the water acquired a salty taste.

D. Additional Possible Discovery

Get additional documents and information regarding terms of Lease, including date of Lease, disclosures regarding water, Lease terms, etc.

Form No. 603 (R 6-84)

MAR 2 7 1989

File No. _____

WELL LOG REPORT

State law requires that this form be filed by the water well driller within 60 days after completion of the well.

1. WELL OWNER :
Name DENISE GRAINGER

2. CURRENT MAILING ADDRESS
#8 OF 9-31A

3. WELL LOCATION
County ROOSEVELT
Township 28 ⊗S Range 57 ⊗W
NE 1/4 NW 1/4 NW 1/4 NW 1/4 Section 33
Lot _____ Block _____
Subdivision _____

4. PROPOSED USE Domestic ☒ Stock ☐ Irrigation ☐
Other ☐ specify _____

5. DRILLING METHOD _____ cable, _____ bored,
X forward rotary, _____ reverse rotary, _____ jetted,
_____ other (specify) _____

6. WELL CONSTRUCTION AND COMPLETION

Size of drilled hole	Size and weight of casing	From (feet)	To (feet)	Perforations .030 and/or Screen STAINLESS Kind, Size	From (feet)	To (feet)
9"	5" .250 STEEL	+1.5	115	5"	115'	120

Was casing left open end? _____ Yes X No
Was a packer or seal used? _____ Yes X No
If so, what material _____
Was the well gravel packed? _____ Yes X No
Was the well grouted? X Yes _____ No
To what depth? 17
Material used in grouting CEMENT
Well head completion: Pitless adapter
X Yes _____ No
Top of casing 12 in. or greater above grade
_____ Yes _____ No

7. WHAT IS THE TEMPERATURE OF THE WATER?
_____ Degrees Fahrenheit
☐ Measured ☐ Estimated

8. WATER LEVEL
Static water level 90 feet below land surface
If flowing; closed-in pressure _____ psi
_____ gpm
Controlled by: _____ valve, _____ reducers,
_____ other, (specify) _____

9. WELL TEST DATA X pump _____ bailer
_____ other, (specify) _____
Pumping water level below land surface:
95 ft. after 4 hrs. pumping 20 gpm
_____ ft. after _____ hrs. pumping _____ gpm

10. WAS WELL PLUGGED OR ABANDONED? _____ Yes X No
If yes, how? _____

11. DATE COMPLETED 3-16-89

12. WELL LOG

Depth (ft.) From	To	Formation
0	1	TOP SOIL
1	2	GRAVEL
2	29	BRN CLAY
29	102	GREY CLAY
102	120	GRAVEL 1/8" TO 3/4"
120		SHALE

(use separate sheet if necessary)

EXHIBIT 4

13. DRILLER'S CERTIFICATION
This well was drilled under my jurisdiction and this report is true to the best of my knowledge.
3/20/89 Date
RESERVATION DRILLING Firm Name
BOX 1 / 59255 Address
Jack Hart 966 Signature License No.

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION DNRC
32 SOUTH EWING HELENA, MONTANA 59620 444-6810

DEPARTMENT COPY
DRILLER: Please give this copy to the well owner to complete reverse side.
OWNER: Complete reverse side of Form 602 and send to DNRC.

000135

Client:	PHS Indian Health Service	Date	April 13, 1989
Identification:	D. Grainger	Job No.	87-952
Laboratory Number:	96272	Sheet	3 of 3
Date Sampled:	3/17/89		

					Date Analy
pH, standard units:	7.4				3/29/89
Conductivity, umhos/cm:	2630				4/07/89
Total Dissolved Solids (at 180 C), mg/l:	1820				3/31/89
Sodium Adsorption Ratio (SAR):	6.48				
CATIONS					
Total Hardness as CaCO3:	665	mg/l	13.30	meq/l	
Calcium as Ca:	123	mg/l	6.14	meq/l	4/05/89
Magnesium as Mg:	87	mg/l	7.16	meq/l	4/05/89
Sodium as Na:	384	mg/l	16.70	meq/l	4/05/89
Potassium as K:	8	mg/l	0.20	meq/l	4/05/89
Total Cations:			30.20	meq/l	
ANIONS					
Total Alkalinity as CaCO3:	604	mg/l	12.08	meq/l	3/30/89
Bicarbonate Alkalinity as HCO3	737	mg/l	12.08	meq/l	
Carbonate Alkalinity as CO3:	0	mg/l	0.00	meq/l	
Hydroxide Alkalinity as OH:	0	mg/l	0.00	meq/l	
Chloride as Cl:	47	mg/l	1.33	meq/l	4/11/89
Fluoride as F:	0.32	mg/l	0.02	meq/l	4/11/89
Nitrate + Nitrite as N:	0.08	mg/l	0.01	meq/l	4/07/89
Sulfate as SO4:	812	mg/l	16.91	meq/l	3/31/89
Total Anions:			30.35	meq/l	
Cation-Anion Difference:			0.15	meq/l	
Total Iron as Fe	1.35	mg/l			4/06/89
Total Manganese as Mn	0.22	mg/l			4/06/89

000136

PROVISIONAL

Physical properties and major-ion concentrations in water samples collected from D. Grainger's well in the East Poplar oil field, Fort Peck Indian Reservation, northeastern Montana

Site number	Geologic unit	Depth of well (feet)	Collecting agency	Analyzing agency[2]	Date sample collected	Specific conductance, onsite (µS/cm)	pH, onsite (standard units)	Water temperature, onsite (°C)	Density (g/mL at 20°C)	Hardness, total (mg/L as $CaCO_3$)	Calcium, dissolved (mg/L as Ca)
28N51E33BBBB01	Qt	120	--	CHNO	03-17-89	[1]2,630	[1]7.4	--	--	660	120
			USGS	USGS	08-24-90	2,670	7.1	11.0	--	760	140
			USGS	USGS	09-03-97	3,330	7.3	9.5			170

[1] Laboratory measurement.
[2] CHNO, Chen-Northern, Inc.; USGS, U.S. Geological Survey.

Magnesium, dissolved (mg/L as Mg)	Sodium, dissolved (mg/L as Na)	Sodium adsorption ratio	Potassium, dissolved (mg/L as K)	Alkalinity, onsite (mg/L as $CaCO_3$)	Sulfate, dissolved (mg/L as SO_4)	Chloride, dissolved (mg/L as Cl)	Fluoride, dissolved (mg/L as F)	Bromide, dissolved (mg/L as Br)	Iodide, dissolved (mg/L as I)	Dissolved solids, computed (mg/L)	Site number
87	380	6	8	[1]604	810	47	.3	--	--	1,810	28N51E33BBBB01
100	400	6	6.4	660	1,000	40	.3	1.6	.190	2,120	
120	433	6	6.9	642	1,100	76				2,370	

EXHIBIT 8

000137

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Division
Federal Building, Room 428
301 South Park Avenue, Drawer 10076
Helena, Montana 59626-0076

January 13, 1998

Ms. Denise Grainger
[redacted]

Dear Ms. Grainger:

Enclosed for your information are the results of a chemical analysis of water collected from your well during September 1997.

As a basis for comparison, we have enclosed a Montana Bureau of Mines Form 196, compiled by Dr. John Sondereggar, which lists some of the water-quality criteria established by the U.S. Environmental Protection Agency (EPA), and also explains the significance of some of the water-quality parameters.

We appreciate your cooperation in allowing us to obtain the water sample. If you have any questions concerning the analytical results, please feel free to call me at 406-441-1319.

Sincerely,

Joanna Thamke

Joanna N. Thamke
Hydrologist

Enclosures

000138

EXHIBIT 9

WATER-QUALITY PARAMETERS AND THEIR SIGNIFICANCE

CONSTITUENT OR PHYSICAL PROPERTY	SOURCE OR CAUSE	SIGNIFICANCE
Calcium (Ca) and Magnesium (Mg)	Dissolved from almost all soils and rocks but especially from limestone, dolomite, and gypsum. Calcium and magnesium are found in large quantities in some brines. Magnesium is present in large quantities in sea water.	Cause most of the hardness and scale-forming properties of water; soap consuming. (See hardness). Waters low in calcium and magnesium desired in electroplating, tanning, dyeing, and textile manufacturing.
Sodium (Na) and Potassium (K)	Dissolved from almost all rocks and soils. Found also in ancient brines, some industrial brines, sea water, and sewage.	Large amounts give a salty taste when combined with chloride. Moderate quantities have little effect on the usefulness of water for most purposes. Sodium salts may cause foaming in steam boilers, and a high sodium adsorption ratio may limit the use of water for irrigation. The Montana Water Quality Bureau advises that concentrations greater than 270 mg/l may be harmful to persons on sodium-restricted diets.
Iron (Fe)	Dissolved from almost all rocks and soils. May also be derived from iron pipes, pumps, and other equipment.	On exposure to air, iron in ground water oxidizes to reddish-brown sediment. More than about 0.3 mg/l stains laundry and utensils reddish brown. Objectionable for food processing, beverages, dyeing, bleaching, ice manufacture, brewing, and other processes. Iron and manganese together should not exceed 0.3 mg/l. Larger quantities cause unpleasant taste and favor growth of iron bacteria but do not endanger health. Excessive iron may also interfere with the efficient operation of exchange-silicate water softeners. Iron may be removed from water by aeration of the water, followed by settling or filtration.
Manganese (Mn)	Dissolved from some rocks and soils. Not as common as iron. Large quantities often associated with high iron content and with acid waters.	Same objectionable features as iron. Causes dark-brown or black stain. Iron and manganese together should not exceed 0.3 mg/l for taste and aesthetic reasons.
Silica (SiO_2)	Dissolved from almost all rocks and soils, usually in small amounts--5 to 30 milligrams per liter (mg/l).	Forms hard scale in pipes and boilers. Carried over in steam of high-pressure boilers to form deposits on blades of steam turbines. Inhibits deterioration of zeolite-type water softeners.
Bicarbonate (HCO_3) and Carbonate (CO_3)	Action of carbon dioxide in water on carbonate rocks such as limestone and dolomite, oxidation or organic carbon.	Biocarbonate and carbonate produce alkalinity. Bicarbonates of calcium and magnesium in steam boilers and hot-water facilities from scale and release carbon dioxide gas.
Chloride (Cl)	Dissolved from rocks and soils. Present in sewage and found in large amounts in ancient brines, sea water, and industrial brines.	Chloride salts in excess of 100 mg/l give salty taste to water. When combined with calcium and magnesium may increase the corrosive activity of water. It is recommended that chloride content should not exceed 250 mg/l.
Sulfate (SO_4)	Dissolved from rocks and soils containing gypsum, iron sulfides, and other sulfur compounds. Usually present in some industrial wastes.	Sulfate in water containing calcium forms hard scale in steam boilers. In large amounts, sulfate in combination with other ions gives bitter taste to water. Concentrations above 250 mg/l may have a laxative effect, but 500 mg/l is considered safe. Some calcium sulfate is beneficial in the brewing process. Domestic waters in Montana containing as much as 1,000 mg/l sulfate are used for drinking in the absence of a less mineralized water supply.
Nitrate (NO_3; reported as N)	Decaying organic matter, sewage, nitrates in soil, and chemical fertilizers.	Concentrations much greater than the local average may suggest pollution. High concentrations are generally a characteristic of individual wells and not of whole aquifers. Nitrate has been shown to be helpful in reducing intercrystalline cracking of boiler steel. It encourages growth of algae and other organisms, which produce undesirable tastes and odors. There is evidence that more than about 10 mg/l may cause a type of methemoglobinemia ("blue babies") in infants, which may be fatal.
Fluoride (F)	Dissolved in small to minute quantities from most rocks and soils. Most hot and warm springs contain more than the recommended concentration of fluoride.	Fluoride in drinking water reduces the incidence of tooth decay in children when the water is consumed during the period of enamel calcification, but it may cause mottling of the teeth, depending on the concentration of fluoride, the age of the child, the amount of drinking water consumed, and the susceptibility of the individual. 0.8 to 1.7 mg/l is optimum, depending upon the air temperature.
Hydrogen-ion activity (pH)	Acids, acid-generating salts, and free carbon dioxide lower pH. Carbonates, bicarbonates, hydroxides, and phosphates, silicates, and borates raise the pH.	The pH is a measure of the activity of the hydrogen ions. A pH of 7.0 indicates neutrality of a solution. Values higher than 7.0 denote increasing alkalinity; values lower than 7.0 indicate increasing acidity. Corrosiveness of water generally increases with decreasing pH, but excessively alkaline waters may also attack metals. Accurate pH measurements can be made only at the well. Laboratory values will vary somewhat from the real value. A pH range between 6.0 and 8.5 is acceptable and is normal for most waters in Montana.
Dissolved solids	Chiefly mineral constituents dissolved from rocks and soils. Includes all material that is in solution in the water.	Dissolved solids should not exceed 1,000 mg/l, but 1,000 mg/l is acceptable for drinking water if no other supply is available. Amounts exceeding 1,000 mg/l are unacceptable for most uses.

Compiled by Dr. John Sonderegger

000139

CONSTITUENT OR PHYSICAL PROPERTY	SOURCE OR CAUSE	SIGNIFICANCE
Specific conductance	Dissolved minerals in the water.	Specific conductance is a measurement of the water's capacity to conduct an electric current. This varies with temperature and the degree of ionization of the constituents. When measured in micromhos per centimeter, it is generally 1.0 to 1.5 times the total dissolved-solids content.
Hardness as $CaCO_3$	In most water nearly all the hardness is due to calcium and magnesium. All the metallic cations besides the alkali metals also cause hardness.	Hard water consumes soap before a lather will form, deposits soap curd on bathtubs, and forms scale in boilers, water heaters, and pipes. Hardness equivalent to the bicarbonate and carbonate is called carbonate hardness. Any hardness in excess of this is called noncarbonate hardness. Waters of hardness as much as 60 mg/l are termed soft; 61 to 120 mg/l moderately hard; 121 to 180 mg/l hard; and more than 180 mg/l very hard.
Alkalinity (as $CaCO_3$)	Formed by the presence of certain anions in solution. Certain organic materials may also produce alkalinity.	Alkalinity is an indicator of the relative amounts of carbonate, bicarbonate, and hydroxide ions.
Sodium Adsorption Ratio	The SAR is defined by the equation: SAR=Na (Ca+Mg)/2 where the concentrations are expressed in milliequivalents per liter.	High sodium concentration combined with low alkaline-earth element concentration usually reduces soil tilth and affects plant growth.
Hydrogen sulfide (H_2S)	Natural decomposition of organic material and from the reduction of sulfates.	Causes objectionable odor when in concentration above 1 mg/l and taste when in excess of .05 mg/l. Presence may limit water's usefulness in the food and beverage industry.
Trace metals	Dissolved from rocks and soils. Some metals may be released from plumbing pipes, etc. The recommended limits are presented in the attached table.	Limits are usually recommended for health reasons. Limits for drinking water normally are conservative, and higher concentrations may be permitted if the water is the best available supply (e.g., copper).

[1] Items with asterisk (*) are termed "maximum contaminant levels" for public water systems (Federal Register, December 24, 1975, p. 59566-59588), all other values are recommended limits; (--) indicates the absence of a recommended limit.
[2] Fill in the appropriate values. If (<) appears, this means below our detection level.
[3] Values vary, poultry generally being the most sensitive, beef cattle and sheep the least sensitive. See footnote 4.
[4] Limits for crops and stock vary. Consult your County Extension Agent for specific information relating to your soils and crops or animals; limits for continuous irrigation (which are lower) were used for this table.
[5] Limit depends upon temperature and may be higher (as much as 2.4) in the colder areas of Montana.
[6] In pH units.
[7] In micromhos per centimeter (μmho/cm).
[8] Recent work (Geotimes, January, 1978, p. 28) suggests 200 may be a more reasonable value; this is a result of improved analytical data.

a. Recommended limits vary widely; consumption may be reduced because of taste.
b. Inadequate data, but values above 100 mg/l seem to be undesirable, and most reports of nitrate poisoning of cattle are associated with values > 500 mg/l.
c. No value known to be established; any concentration >10. seems to be undesirable; some authorities believe that the 2.0 limit for human consumption should be used. Organic mercury is more toxic than inorganic mercury. The analytical method employed measures all forms of mercury.
d. Copper added to the diet is used to prevent molybdenosis in cattle; consequently, recommended limits vary with Mo content. A tentative limit of 50 μg/l Mo was suggested for drinking water but was never adopted.
e. Limit varies with sodium adsorption ratio and specific conductance.
f. High proportions of sulfate may restrict calcium uptake by crops.
g. Varies with crop; generally dissolved solids should be less than 2,000 mg/l (equivalent of specific conductance of 2,000 to 3,000 μmho/cm).

000140

Table of recommended and permissible limits for inorganic constituents in water
(in mg/l unless otherwise noted, except for trace metals which are in micrograms (μg) per liter)

Parameter	Drinking[1]	Your analysis[2]	Stock[3]	Irrigation[4]
Calcium (Ca)	--		--	--
Magnesium (Mg)	--		2,000	--
Sodium (Na)	--		2,000	e
Potassium (K)	--		--	--
Iron (Fe)	0.3		a	--
Manganese (Mn)	0.05		a	2.0
Silica (SiO_2)	--		--	--
Bicarbonate (HCO_3)	--		--	--
Chloride (Cl)	250.		1,500	--
Sulfate (SO_4)	250.		1,500	f
Nitrate (NO_3asN)	10.		b	--
Fluoride (F)[5]	2.0		2.4	--
Phosphate(PO_4asP)	--		--	--
pH[6]	6.0-8.5		--	4.5-9.0
Dissolved Solids	500.		5,000	2,000-g
Specific Conductance[7]	750.-1,000		--	g
Total Hardness	<300		--	--
Total Alkalinity	30.-500		--	--
Sodium Adsorption Ratio	--		--	8-18
Trace Metals (μg/L)				
Arsenic (As)	50*		50	1,000
Barium (Ba)	1,000*		--	--
Cadmium (Cd)	10*		10	5
Chromium (Cr)	50*		50	5,000
Lead (Pb)	50*		50	5,000
Mercury (Hg)	2*		c	--
Selenium[8] (Se)	10*		10	50
Silver (Ag)	50*		--	--
Aluminum (Al)	--		--	1,000
Ammonia (NH_3 as. N)	500		--	--
Boron (B)	1,000		--	750
Copper (Cu)	1,000		d	200
Cobalt (Co)	--		<100	200
Lithium (Li)	--		--	5,000
Molybdenum (Mo)	d		d	5
Nickel (Ni)	--		--	500
Uranium (as UO_2^{2+})	5,000		--	--
Zinc (Zn)	5,000		5,000	5,000

000141

ALLOTMENT OR ESTATE RECORD

Allotment No. 794 — Fort Peck (Reservation) — Roosevelt (County)

Identification No. 206-A00794 — Mary Ricker (Allotment) — (Name) — (Other) — F (Sex)

Account No. R-255 — 1879 (Date of Birth)

Dates 2/8/87 (Allotment Act) — 12/12/16 4/18/13 (Allotment approved) — #372654 12/18/13 (Trust patent) — 2/25/65 (Death) — K-69-66 (Probate No.) — 3/15/66 (Decision)

EXHIBIT 9

DESCRIPTION SUBDIVISION	SEC.	T(N)	R(E)	M(M)	ACRES 351.42	DISPOSITION *	DATE	I. O. FILE NO.
SE; E SW; Lots 6 & 7								
6	6	28	49		310.42	Original Selection Canceled.		
Lot 5	18	27	49		37.13			
Allotment								
SE	6	28	49		160.00	- Fee Pat. #505248 to allottee	12/30/15	106477-15
E SW; Lots 6 & 7								
6	6	28	49		151.42	This part canceled (Change)	12/12/18	113835-16
NE NE	16	28	51	(-5	40.00			
Lieu Allotment for part Canceled (See Below)						- Approved 12/12/16 - T.P. #579736	4/23/17	113835-16

* Removal of restrictions, certificate of competency, deeds or fee patents, sale by approved deed, relinquishment, etc., and all pertinent information showing disposition made of lands.

XXXXXXXXXXXXXXXXXXXX					XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
XXXXXXXXXX	XXXXXX XXXXXXXXXXXX		XXXXXXX		XXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXX XXXXXXXXXXXX	XXXXXX
E SW; Lots 6 & 7								
6	6	28	49		151.42 -	Fee Pat. #625852 to allottee	4/17/18	4887-18
NW NE	17	28	51		40.00 -	Rest. Deed to Benj. Gray Hawk, #383 (G-32)	3/1/26	5545-26 V.51, P.167.
Pro. Fee $30.00 Pd.						(SEE ESTATE LIABILITY CARD FOR CLAIMS)		

OTIATED SALE IN TRUST, app'd 4/3/67 to William ee, 206-A02152, for an und. 2/9 int. in subject l. (Reserving to Mary Louise Gray Hawk Hader, ther with the right to lease, extract & retain same, an und. 2/9 int. in all minerals, including , oil & gas to the land described herein. BAO rding 206 16870. Josephine Gray Hawk also nguished her dower int. in the land herein conveyed.

RESTICTED DEED, APPROVED 12/13/66, to William Youpee 206-A02152, for an und. 7/9 interest in the NW¼NE¼ sec. 17-28-51 40-acres. Reserving to the USA in trust for Josephine Gray Hawk an und. 3/9 int Benjamin Gray Hawk Jr., & Stephen Gray Hawk, an und. 2/9 int. each their undivided interests in all minerals, including coal, oil & gas in the land. BAO recording 206 16695. Josephine Gray Hawk also extinguished her dower interest in the land herein conveyed.

CONTINUATION SHEET No. _____

Allotment No. 794 Name of allottee Mary Ricker Probate No. _____
(Allotment) (Name) (Other)

Account No.	Identification No.	Allotment No.	Name of Heir	Relation to Deceased	Share	Verified by Examiner
(1)	GIFT DEED:	approved January 20, 1960, wherein William Youpee, 206-A02152, owner through conveyance, conveyed				
(2)	to Josephine Youpee, 206-U07843, the NW/4NE/4 sec. 17, T. 20 N., R. 51 E., PMM, containing 40.00 acres, more					
	or less. Within an Irrig. Unit. Subject to all valid existing rights of way of record. Minerals reserved					
	in previous conveyance. BAO Document No. 206-26178.					
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						

U. S. GOVERNMENT PRINTING OFFICE 16—55643-1

BUREAU OF INDIAN AFFAIRS

ALLOTMENT OR ESTATE RECORD

Allotment No. 1096 — Fort Peck (Reservation) — Roosevelt (County)

Identification No. ____ — Helen Youpee Brush Horn (Allotment) (Name) (Other) — F (Sex)

Account No. Y-23 — 1885 (Date of Birth)

Dates: 2/8/87 (Allotment Act) — 4/18/13 (Allotment approved) — #372948 12/19/13 (Trust patent) — 2/15/84 (Death) — IP-BI-583B-84 (Probate No.) — 11/14/85 (Decision)

DESCRIPTION SUBDIVISION	SEC.	T(N)	R(M)	M(E)	ACRES 360.00	DISPOSITION*	DATE	L.O. FILE NO.
S	35	30	51		320.00			
SW SE	8	27	50		40.00	Original Selection Canceled		
Allotment						- T.P. #372948 issued	12/19/13	87140-11
S	35	30	51		320.00	- Fee Pat. #605136 to allottee	10/26/17	50599-16
SE SW	9	28	51		40.00	- This part of original allotment canceled		
Lieu Allotment for part canceled						- approved 9/20/21, T.P. #828914	10/20/21	59972-21
NE NE	17	28	51		40.00	*REST. DEED issued to William Youpee, #2152, approved	6-2-65	206 15978

* Removal of restrictions, certificate of competency, issuance of fee patents, sale by approved deed, relinquishment, etc., and all pertinent information showing disposition made of lands.

HEIRSHIP FEE, $____

NAME OF PAYOR	PAYMENTS Date	PAYMENTS Amount	OFFICIAL RECEIPT NO.

CLAIMS ALLOWED AGAINST ESTATE

NAME OF CLAIMANT	AMOUNT OF CLAIM	PAYMENTS Date	PAYMENTS Amount	BALANCE

*Reserving to the USA in trust for Helen Youpee Brushorn, her heirs and assigns, together with the right to lease, extract and retain the same, all minerals, including coal, oil and gas to the lands described.

EXHIBIT 11

16—65641-1

5-497a

CONTINUATION SHEET NO. 2

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Allotment No. 1096 Name of allottee Helen Youpee B[illegible]sh Horn Probate No.
(Allotment) (Name) (Other)

Account No.	Identification No.	Allotment No.	Name of Heir	Relation to Deceased	Share	Verified by Examiner
(1)			CONSOLIDATION OF OWNERSHIP			
(2)					NE¼NE¼ sec. 17-28-51, cont. 40.00 acres	
(3)					SURFACE	MINERALS
(4)	206-A01097		Elizabeth Y. Manning, Est.		None	7/56
(5)	206-A01098		Edith Y. Sigana, Est.		None	7/56
(6)	206-A02152		William Youpee		ALL	None
(7)	206-A02833		Helen Y. Red Bird		None	7/56
(8)	206-A03020		Lester A. Youpee		None	7/56
(9)	206-A03222		Leroy W. Youpee		None	7/56
(10)	206-A03455		Lloyd W. Youpee		None	7/56
(11)	206-U04386		Richard Yellow Owl		None	1/56
(12)	206-U04979		Helen Y. Ricker		None	7/56
(13)	206-U05021		Francis X. Nation		None	1/56
(14)	206-U07858		Louis Youpee, Jr.		None	1/56
(15)	206-U07857		Kathy Y. Russette		None	1/56
(16)	206-U08601		Darrell D. Youpee		None	1/56
(17)	206-U06317		Jewel L. Youpee		None	1/56
(18)	206-U08602		Eugene L. Youpee		None	1/56
(19)						
(20)						

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

PAGE NO 1

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	JASON	8/14/99	8:36

TO
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 97455
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	3000	UNITS	PRICE/PER	EXTENSION
2		EA	SCREWS	DRYWALL SCREWS (PER LB)		2	4.00 /EA	8.00 N
1		EA	04	NAILS		1	1.20 /EA	1.20 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 9.20

TAXABLE	0.00
NON-TAXABLE	9.20
SUBTOTAL	9.20
TAX AMOUNT	0.00
TOTAL AMOUNT	9.20

X Rene Martell
RECEIVED BY

PENCAD Systems, N. J.
EXHIBIT
12

Use Your  1%
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MENARDS®

Minot Store
101 28th Avenue SE.
Minot, ND 58701
(701) 857-8900

Sale Transaction

RE-BAR TIE WIRE-16 G *	
1831061	1.89
2HDL LAV FAUCET *	
6736378	19.88
BATHTUB MOLDING ALMO	
6757360	2.89
3/8C X [illegible]2IP X 9" SU	
67[illegible]3458	2.79
3/8C X 1/2IP X 9" SU	
6795458	2.79
LINOLEUM KNIFE	
7095380	2.96
WINDOW CLIPS WP-88	
2217448	1.99
ORIGINAL JERKY *	
2739476	3.99 NT
PLEATED FILTER 20X20	
6331087	1.99
CHOC COVERD CARAMLS	
2737520	1.45
SPRING WATER 1LTR SP	
2733906	0.49
CANDY-BRACHS CARAMEL	
2737588	1.99
TOTA	45.10
TA AT 5%	2.06
CITY TAX 2%	0.82
TOTAL SALE	47.98
CHECK # 9872	47.98
199029	

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YOUR CASHIER, HOLLY

31959 13 2183 09/[illegible]/99 11:16AM 3113

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Minot, ND 58701
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Merchandise Return

INV NO 041981
MONTANA RESIDENT

Original Store : 3113
Original Register: 06
Original Trans # : 5165
Original Date :

2X4-8' PREMIUM DF/L	
1021017 6 @2.99	17.94-NT
ORDER 99085	
2X4-8' STUD/STD+BTR	
1021101 6 @2.55	15.30 NT
ORDER SUBTOTAL	15.30
END OF ORDER	
TOTAL SALE	2.64-
CASH	2.64-
CHANGE	2.64

IT HAS BEEN A PLEASURE SERVING YOU!!
YOUR CASHIER, CIM

41973 22 8756 08/11/99 08:47PM 3113

Minot Store
101 28th Avenue SE.
Minot, ND 58701
(701) 857-8900

Sale Transaction

MONTANA RESIDENT

ORDER 99002	
1PC 32" SHOWER BONE	
6714565	214.00 NT
ORDER SUBTOTAL	214.00
END OF ORDER	
ORDER 98986	
R13 3.5 X15X32'KFT B	
1617586	10.89 NT
2X4-8' PREMIUM DF/L	
1021017 6 @2.99	17.94 NT
1/2" 4X8 GYPSUM	
1311222 2 @8.10	16.20 NT
1/2" 4X8 WATER RESIS	
1311264	10.61 NT
ORDER SUBTOTAL	55.64
END OF ORDER	
6' 9" CORNERBEAD	
5591080	0.61 NT
6' 9" CORNERBEAD	
5591080	0.61 NT
250' SHT ROCK TAPE	
5591491	2.29 NT
4-1/2" TAPING KNIFE	
5615461	1.99 NT
1-1/2" PUTTY KNIFE-S	
5615445	1.37 NT
12# A-P JOINT COMPOU	
5591420	3.79 NT
2" PVC SHOWER STALL	
6896179	6.29 NT
2" PVC P-TRAP W/UNIO	
6893185	4.29 NT
PRESSURE GAUGE 0-10	
6911216	3.35 NT
SHOWER STALL ROD WHI *	
6754185	5.29 NT
POLYSEAMSEAL TUB&TIL	
5639418 3 @3.48	10.44 NT
1HDL SHOWER FAUCET C *	
6735751	44.88 NT
20/40 SWITCH W/LOW C	
6911261	16.79 NT
30/50 PRESSURE SWITC	
6911229	10.88 NT
TOTAL SALE	382.51
CHECK 300381	382.51
092101409	
440800	

IT HAS BEEN A PLEASURE SERVING YOU!!
YOUR CASHIER, GINGER

56007 06 5165 08/11/99 05:00PM 3113

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT.59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	JASON	8/14/99	2:05

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 97498
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1		EA	534237	70042-51168 72PC BRUSH ASST	1	1.89 /EA	1.89 N
1		EA	325878	WC401/104 1/2IDX1/2IP MALE ADAPT	1	.65 /EA	.65 N
2		EA	325879	WC401/104 1/2IDX1/2IP MALE ADAPT	2	.65 /EA	1.30 N
1		EA	181354	KILZ ULTRA GALLON	1	20.99 /EA	20.99 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 24.83

TAXABLE	0.00
NON-TAXABLE	24.83
SUBTOTAL	24.83
TAX AMOUNT	0.00
TOTAL AMOUNT	24.83

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	LANETTE	8/16/99	2:57

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 97597
****
* INVOICE *
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TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION		UNITS	PRICE/PER	EXTENSION
2		EA	F20406	2 X 4 X 8		10.66	750.00 /MF	8.00 N
1		EA	379800	BP01133 PRFCT PNTR 3PC POLY BSH		1	5.99 /EA	5.99 N
1		EA	01	PAINT		1	5.99 /EA	5.99 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 19.98

TAXABLE	0.00
NON-TAXABLE	19.98
SUBTOTAL	19.98
TAX AMOUNT	0.00
TOTAL AMOUNT	19.98

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	LANETTE	8/18/99	9:47

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 97794
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* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	COST	UNITS	PRICE/PER	EXTENSION
1		EA	933143	1-1/2 TRIM BRUSH	3.69	1	1.97 /EA	1.97 SA
1		EA	564369	22006 S/G KIT&BATH ENAMEL WHT G	26.99	1	20.88 /EA	20.88 SH
1		EA	564419	22000 S/G KIT&BATH ENAMEL WHT Q		1	9.69 /EA	9.69 N
1		EA	368118	WORKS BOWL CLEANER	3.98	1	2.47 /EA	2.47 SH

** AMOUNT CHARGED TO STORE ACCOUNT ** 35.01

TAXABLE	0.00
NON-TAXABLE	35.01
SUBTOTAL	35.01
TAX AMOUNT	0.00
TOTAL AMOUNT	35.01

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	BOB	8/21/99	8:29

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 98075
****
* INVOICE *
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TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
1		EA	815258	10102 JOINT COMPOUND 12LB		1	5.59 /EA	5.59 N

** AMOUNT CHARGED TO STORE ACCOUNT **

5.59 TAXABLE	0.00
NON-TAXABLE	5.59
SUBTOTAL	5.59
TAX AMOUNT	0.00
TOTAL AMOUNT	5.59

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	BRANDY	8/24/99	4:24

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 98358
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* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
29		LF	WM126	1/2 X 3/4 FJ PINE BASE SHOE		29	.32 /LF	9.28 N
2		LF	WM205	1 1/8 FJ PINE OUTSIDE CORNER		2	.81 /LF	1.62 N
3		EA	518563	QS13 QUAKER STATE 10W30		3	1.99 /EA	5.97 N
1		CT	468884	113 BLADE DISPENSER 10BX/CTN		1	1.19 /CT	1.19 N
1		CD	465344	434 10IN PAINT TRIM GUIDE	1.39	1	1.19 /CD	1.19 N
1		EA	225185	LWF66 LEECH WOOD FILLER 1 3/4OZ		1	2.19 /EA	2.19 N
1		EA	04	BUILDER'S HARDWARE		1	.95 /EA	.95 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 22.39

TAXABLE	0.00
NON-TAXABLE	22.39
SUBTOTAL	22.39
TAX AMOUNT	0.00
TOTAL AMOUNT	22.39

X Reni Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
5023				NET 10TH	BRANDY	8/25/99	2:40

SOLD TO:
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO:

DUE DATE: 9/10/99

DOC# 98464
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
2		EA	058347	MA-34172 PAINT ROLLER COVER		2	1.39 /EA	2.78 N
1		EA	438242	2275 CORNER PAINT PAD		1	4.69 /EA	4.69 N

** AMOUNT CHARGED TO STORE ACCOUNT **

7.47	TAXABLE	0.00
	NON-TAXABLE	7.47
	SUBTOTAL	7.47
	TAX AMOUNT	0.00
	TOTAL AMOUNT	7.47

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

STOP BY AND CHECK OUT THE GREAT SAVING
IN THE ANNEX STORE.

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	SHANNON	8/14/99	4:40

RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/99

DOC# 97523
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* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1		EA	04	SHEET ROCK NAILS	1	1.20 /EA	1.20 N
2		EA	SRXCORNERS	SHEET ROCK CORNER BEAD	2	1.25 /EA	2.50 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 3.70

TAXABLE	0.00
NON-TAXABLE	3.70
SUBTOTAL	3.70
TAX AMOUNT	0.00
TOTAL AMOUNT	3.70

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

APRIL SHOWERS BRING MAY FLOWERS. WE HAVE
ALL YOUR LAWN AND GARDEN NEEDS

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	SHERRY	6/ 8/00	10:23

SOLD TO
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 7/10/00

DOC# 120057
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SCHED	UNITS	PRICE/PER	EXTENSION
2		EA	868554	81F09 FAUCET CONN 3/8X1/2 SINLG		2	2.99 /EA	5.98 N
1		EA	862753	911-4150 2HDLE LAV FCT LESS POP	13.95	1	11.95 /EA	11.95 N
1		EA	243675	2-HDL KITCHEN FAUCET		1	29.99 /EA	29.99 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 47.92

TAXABLE	0.00
NON-TAXABLE	47.92
SUBTOTAL	47.92
TAX AMOUNT	0.00
TOTAL AMOUNT	47.92

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

SUMMER IS STARTING !! WE HAVE ALL OF
YOUR BAR-B-Q NEEDS. GET COOKING !!!!

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	WENDY	6/ 7/00	1:48

SOLD TO
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/00

DOC# 125196
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
1		EA	368792	507C FLUSH VALVE SAVES WTR UNVSL		1	5.99 /EA	5.99 N
1		EA	800946	068075 TANK BOLT W/HEX NUT WASHE		1	3.19 /EA	3.19 N
1		EA	316190	4225B FLUSH LEVER		1	2.69 /EA	2.69 N
1		CD	636019	CLOSE CPLE GASKET GERB		1	3.99 /CD	3.99 N

** AMOUNT CHARGED TO STORE ACCOUNT ** 15.86

TAXABLE	0.00
NON-TAXABLE	15.86
SUBTOTAL	15.86
TAX AMOUNT	0.00
TOTAL AMOUNT	15.86

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

SUMMER IS STARTING !! WE HAVE ALL OF
YOUR BAR-B-Q NEEDS. GET COOKING !!!!

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 10TH	JOLENE	8/ 1/00	1:40

SOLD TO
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 9/10/00

DOC# 124776
****
* INVOICE *
****

TAX : 001 MONTANA NO TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1		EA	240325	BULLS EYE FLAPPER SUPER	1	3.89 /EA	3.89 N

** AMOUNT CHARGED TO STORE ACCOUNT **

10.88	TAXABLE	0.00
	NON-TAXABLE	10.88
	SUBTOTAL	10.88
	TAX AMOUNT	0.00
	TOTAL AMOUNT	10.88

X Rene Martell
RECEIVED BY

SUNRISE HOME CENTER
307 F STREET, HWY 2 WEST
PO BOX 1117
POPLAR, MT 59255-1117
PHONE: (406) 768-3762

SUMMER IS STARTING !! WE HAVE ALL OF
YOUR BAR-B-Q NEEDS. GET COOKING !!!

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
6023				NET 30TH	WENDY	7/ 3/00	10:55

SOLD TO
RENE A MARTELL
JOSI M YOUPEE
PO BOX 44
POPLAR MT 59255-0044

SHIP TO

DUE DATE: 8/10/00

DOC# 122315
****
* INVOICE *
****

TAX : C01 MONTANA HB TAX

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE PER	EXTENSION
1		EA	240325	BULLS EYE FLAPPER SUPER		1	3.89 /EA	3.89 N
1		EA	375323	A400A BALLCOCK ANTI-SIPHON S/S		1	6.99 /EA	6.99 N

7/29/00
#1 1.00
#2 3.89

** AMOUNT CHARGED TO STORE ACCOUNT ** 10.88

TAXABLE	0.00
NON-TAXABLE	10.88
SUBTOTAL	10.88
TAX AMOUNT	0.00
TOTAL AMOUNT	10.88

X Rene Martell
RECEIVED BY

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

IN THE MATTER OF Murphy Exploration & Production Company, Murphy Oil USA, Inc., Murphy Oil Corporation, Pioneer Natural Resources Company, W.R. Grace & Company-Conn., AMARCO Resources Corporation, EPEC-Altamount Corporation, Marathon Oil Company Respondents East Poplar Oil Field Fort Peck Indian Reservation Montana Proceedings under Section 1431(a) of the Safe Drinking Water Act, 42 U.S.C. §300g-i(a)	Docket No. **EMERGENCY ADMINISTRATIVE ORDER**

STATUTORY AUTHORITY

1. The following Findings are made and Order issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by Section 1431(a) of the Safe Drinking Water Act (the Act), 42 U.S.C. §300i(a). The authority to take this action has been properly delegated to the undersigned EPA program supervisors.

ENFORCEMENT RESPONSIBILITY

2. EPA has primary enforcement responsibility for the Act on the Lands within the exterior boundary of the Fort Peck Indian Reservation in Roosevelt County in the State of Montana.

DESCRIPTION OF RESPONDENTS

3. Murphy Exploration & Production Company is a Delaware corporation doing business in the State of Montana and therefore is a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12).

4. Murphy Oil USA, Inc. is a Delaware corporation and did business in the state of Montana until status was withdrawn in 1994, and therefore is a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12).

5. Murphy Oil Corporation is a Delaware corporation and did business in the state of Montana and therefore is a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). Murphy Oil Corporation was a publicly held corporation until 1991, at which time the parent company Murphy Oil Corporation acquired all of the company's stock. The acquisition was completed by forming a new subsidiary of the parent Murphy Oil Corporation known as Murphy

Exploration & Production Company, which currently operates in the state of Montana.

6. Pioneer Natural Resources Company is a Delaware corporation and therefore a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). Also known as Pioneer Natural Resources USA, Inc. Pioneer Natural Resources Company acquired the assets of Mesa Petroleum Co. Mesa Petroleum Co. did business in the state of Montana.

7. W.R. Grace & Co. is a Connecticut corporation and therefore a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). Polumbus Petroleum Corporation in its merger with W.R. Grace & Co. became Grace Petroleum Corporation. Polumbus Petroleum Corporation merged with W.R. Grace & Co. a Connecticut corporation in 1976. Polumbus did business in the state of Montana.

8. AMARCO Resources Corporation is a Texas corporation and did business in the state of Montana and therefore is a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). AMARCO Resources Corp. is also using the trade name Westdale, Inc. in Texas.

9. EPEC-Altamont Corporation is a Delaware corporation and did business in the state of Montana and therefore is a

"person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). Tenneco Oil Company (Tenneco-Altamont Corporation) merged with EPEC-Altamont Corporation and did business in the State of Montana.

10. Marathon Oil Company is an Ohio corporation and therefore a "person" within the meaning of 40 CFR §141.2 and §144.2 and Section 1401(12) of the Act, 42 U.S.C. §300f(12). TXO Production Corp. a Delaware corporation merged with Marathon Oil Company. TXO Production Corp was a trade name for Texas Oil & Gas Corp. a Delaware corporation.

11. Respondents own and/or operate or did own and/or operate oil and gas production facilities, including but not limited to oil or gas production wells, produced brine disposal wells, secondary recovery injection wells, drilled and abandoned dry holes, production and waste pits, storage tanks, oil/water separators, and distribution pipelines and pumping facilities, in portions of the East Poplar Oil Field located within Township 28 North, Range 51 East on the Fort Peck Indian Reservation in Roosevelt County in the State of Montana.

FINDINGS

12. The Quaternary Deposits are the most recent geologic deposits of the Cenozoic Era, covering approximately the past 1.65 millions years. These Quaternary Deposits in the East Poplar Oil Field area consist mainly of the Winota Gravel, Sprole Silt, glacial till, fan alluvium and colluvium, and alluvium. The Pleistocene Wiota Gravel, Sprole Silt, glacial till, and dune sand are referred to as "glacial deposits". Lithologic logs from the monitoring wells drilled in the area show depths ranging from of 55 to 100 feet. The Pleistocene and Holocene fan alluvium and colluvium and Holocene alluvium are referred to as "alluvium" and overlie the glacial deposits in many areas with depths ranging from 20 to 50 feet. The alluvium underlies flood plain deposits. Water in Quaternary deposits east of the Poplar River generally moves westward toward the river where it merges with southward-flowing ground water in the Poplar River valley. Downward movement of water from the Quaternary deposits is not a significant problem, the underlying Bearpaw Shale is relatively impermeable and forms a confining layer.

13. These Quaternary glacial deposits and alluvium are the sole developed source of ground water for private resident wells in and around the East Poplar Oil Field

and the Poplar, Montana and tribally-owned Poplar Head Start Center public water supply systems. Depth to the water table below land surface in this area generally ranges from about 5 to 44 feet in the alluvium and 7 to 139 feet in the glacial deposits.

14. The Quaternary Deposits form an unconfined aquifer which contains a sufficient quantity of ground water to supply a public water system. A public water system (PWS), as defined by 40 C.F.R. § 141.2, means a system for the provision to the public of piped water for human consumption, if such system has at least fifteen service connections or regularly serves an average of at least twenty-five individuals daily at least 60 days out of the year.

15. The Quaternary Deposits are an underground source of drinking water (USDW). A USDW, as defined under 40 C.F.R. § 144.3, means an aquifer or its portion which supplies any PWS or which contains a sufficient quantity of ground water to supply a public water system; and currently supplies drinking water for human consumption or contains fewer than 10,000 mg/L total dissolved solids. Past sampling from private ground water wells in the area showed total dissolved solids content ranging from 427-2,680 mg/L (as discussed in the U.S. Geological Survey study below).

16. The United States Geological Survey (USGS) has conducted an extensive ground water investigation of saline-water contamination in and around the East Poplar Oil Field. The USGS reviewed ground water and surface water quality data from existing private water wells, new monitoring wells, oil wells, brine-injection wells, and the Poplar River in the East Poplar Oil Field area. Additionally, the USGS completed an electromagnetic geophysical survey, by measuring the electromagnetic apparent conductivity corrected for local anomalies (wells, pipelines, etc.), over a 21.6 square mile area to assist in the delineating the extent of the saline-water contamination plumes. Uncontaminated ground-water in the area had total dissolved solids content ranging from 427-2,680 mg/L. The areas delineated by the ground water study as part of the brine contaminated plumes contained total dissolved solid levels as high as 91,100 mg/L. In July 1999, EPA took ground water samples from the wells at private homes within the area shown by the USGS study to have brine contamination. EPA found TDS levels at these homes to range from 1850 to 4890 mg/L.

17. EPA collected water samples at several of the home sites in the contamination area to determine if any contamination by hydrocarbons or volatile organic compounds (VOCs) was also a concern. Brine

contamination plumes associated with oil and gas production operations will have remnants of hydrocarbons from the production formation. Samples taken by both EPA at the existing home sites and USGS at several monitoring wells showed benzene contamination. A sample taken at one home site had benzene contamination between 58-78 ug/L or 0.058-0.078 mg/L, while other samples taken at USGS monitoring wells in the field were between 1.58-4.86 ug/L or 0.00158-0.00486 mg/L.

18. Under the Primary Drinking Water Standards, the maximum contaminant level (MCL) for benzene, as set forth in 40 C.F.R. § 141.61, is 0.005 mg/L. Secondary Drinking Water Standards, as set out in 40 C.F.R. § 143.3, for dissolved-solids is 500 mg/L.

19. The presence and entry of benzene at levels as high as .078 mg/L in the Quaternary Deposits USDW may present an imminent and substantial endangerment to the health of persons.

20. Benzene is a known human carcinogen. A causal relationship between benzene exposure and leukemia has been clearly established. Benzene exposure has also been associated with cancer of the lymph system (lymphoma), lung cancer, and bladder (urothelial) cancer. Benzene may increase the risk of cancer in

humans who are exposed at lower levels over a long period of time.

21. The presence and entry of dissolved-solids at levels between 10,000 and 91,100 mg/L where found in the Quaternary Deposits USDW may present an imminent and substantial endangerment to the health of persons.

22. Total dissolved solids in excess of 1,000-2,000 mg/L is unpalatable and will not be voluntarily consumed by individuals. If an individual has no other source of water and is forced to consume water with TDS levels over 10,000 mg/L, the adverse health effects include severe osmotic diarrhea and severe dehydration. Continued consumption after the onset of the above conditions may result in death.

23. Contaminants, including dissolved-solids and benzene are present in, entering, and are likely to continue to enter the Quaternary Deposits.

24. Based upon the data obtained regarding the geology in the affected area, the general direction of groundwater migration in the USDW and water quality assessments from monitoring and private wells, and review of historical land use in the area, EPA has determined that Respondents' oil production practices and/or equipment have caused or contributed and/or are continuing to cause or contribute to the endangerment of a USDW.

25. EPA has consulted with the Assiniboine and Sioux Tribes of the Fort Peck Reservation prior to issuing this Order. The Tribes notified EPA that they have not taken an action to protect the health of persons from the contaminants that are likely to be present in the Quaternary Deposits USDW.

26. To date, no governmental action has been taken to protect the health of persons from the contaminants that are likely to be present in the Quaternary Deposits USDW due to Respondents' operations of their oil production operations. The State of Montana, which does not have jurisdiction in this case, has been contacted by EPA. The State notified EPA that it has not taken an action and does not intend to take an action in this case.

3. EPA, therefore, finds that the actions ordered below are authorized under Section 1431 of the Act, 42 U.S.C. §300(i), and are necessary in order to protect the health of persons.

EMERGENCY ADMINISTRATIVE ORDER

1. Based on the foregoing findings of fact, taking into account the imminent and substantial endangerment to the health of persons and other such matters as justice may require, including the administrative record, and under authority of §1431(i) of the Act, 42 U.S.C.

§300(i), compliance with the following provisions is hereby ordered:

A. PROVIDE TEMPORARY SAFE DRINKING WATER SOURCE TO IDENTIFIED RESIDENCES

The Respondents shall immediately provide an alternative source of water that meets the EPA drinking water standards (40 C.F.R. Part 142) for drinking and cooking to the residences of the contaminated area. The water shall be provided in the quantity of one gallon per person per day in each residence. This water is to be provided on a regular basis in an easily accessible manner to the residence. The residences known to have contaminated water or which have drinking water which is threatened with contamination at this time are listed below and on the attached map (Attachment #1) :

Current Resident	City	State	Residence Address	Sec	Twn	Rge
Kohl, Danny	Poplar	MT	[redacted]			
Lien, Birdell	Poplar	MT				
Zimmerman, Bill	Poplar	MT				
Abbott, Joe	Poplar	MT				
Kirn, Audrey	Poplar	MT				
Kirn, Michael	Poplar	MT				
Gray Hawk, Rachel	Poplar	MT				

Trottier, Tim & Donna	Poplar	MT
Lockman, William	Poplar	MT
Four Bears, Charles	Poplar	MT
Martell, Rene & Josi	Poplar	MT
Ricker Sr., George & Helen	Poplar	MT
Bleazard, Ross & Laura	Poplar	MT
Whitmer, Warren & Donna	Poplar	Mt
Loegering, Mavis	Poplar	MT
Kirn Sr., Jesse	Poplar	MT
Grandchamp, Denise	Poplar	MT
Grainger, Trivian	Poplar	MT

[redacted]

After further study there may be a need to supply other types of domestic water. Respondents, upon notification by EPA, shall deliver this alternative source of water until such time as the local water source has been deemed by EPA as safe for consumptive

use or a permanent alternative source of water is provided. As the contamination plume moves through the aquifer, other residence(s) or municipalities may be added to the list above, and this Order will be amended.

B. SUBMIT CLEANUP AND PERMANENT ALTERNATIVE WATER SUPPLY PROPOSALS

Respondents shall submit to EPA within 120 days of the receipt of this order a proposal for cleaning up the contamination plume(s) and a proposed plan for a permanent alternative water supply. The proposed plan for clean up of the contamination plume(s) shall include, but not be limited to, the information listed below:

1. Proposed method(s) to capture existing plume, to include:
   a. Containment
   b. Diversion of ground water
   c. Monitoring of Plume
2. Proposed method(s) to treat or dispose of captured plume, to include:
   a. Extraction of contaminants
   b. Disposal of contaminants
   c. Clean-up levels.
3. Determination of lateral and vertical extent of ground water contamination, to include:
   a. Salinity determination
   b. Benzene determination
   c. Total organic carbon determination
   c. Cl:Br ratio
   d. Ground water flow direction
   e. Ground water flow rate
4. Proposed method(s) to prevent further contamination, to include:
   a. Containment at surface
   b. Corrective action on leaking wells
   c. Corrective action on leaking pits and ponds
   d. Corrective actions on leaking tanks

e. Corrective action on leaking transportation lines

The proposed plan for a permanent alternative water source shall be developed and approved by an independent engineer and shall take into consideration at least the factors listed below:

1. Water source
2. Source water yield
3. Source water quality (meets all EPA Drinking Water standards and if it meets criteria as a public water supply, must follow PWS regulatory requirements)
4. Long-term management of alternative water source

C. PREPARE AND SUBMIT WELL INFORMATION

The Respondents shall provide a historical record for each well listed and any other wells drilled, completed, reworked, converted, operated or plugged by Respondents within the sections of Township 28N and Range 51E, Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, and 24. Attached is a non-inclusive list of wells by Section, Township, and Range, and by company, for which the Respondents must provide the well information listed below (Attachment #2). The drilling, construction, well rework, conversion, plugging and other pertinent records submitted should include but not be limited to the information listed below. In each case service company records associated with each well activity shall be included. Respondents shall include information on

each instance of well integrity failures, that involved casing leaks, flow behind the casing and/or any fluids surfacing at or near the wellheads. Respondents shall include information listed below:

1. Well Name and API Identification Number
2. Well location
3. Current well status for each well.
   a. Active, Shut-in, Temporarily Abandoned, Plugged
4. Well Construction Information
   a. Date Well Drilled
   b. Date Well Completed
   c. Total Depth
   d. Plug Back Depth
   e. Drilling Record
   f. Completion Record (include diagram)
   g. Cementing Record (including estimated cement tops with assumptions for calculations and cement bond logs)
5. Well Rework Information
   a. Date of Well Rework
   b. Reason for Rework (If due to casing leak, location of leak if known)
   c. Records of Well Logs and Tests Performed
   d. Record of Rework
   e. Date Well Recommenced Injection or Production
6. Temporarily Abandoned (TA) or Shut-in Wells Information
   a. Date(s) Well Shut-in or TA
   b. Reason for TA or Shut-in of Well
   c. Was Well Shut-in or TA'd With the Equipment in the Well?
   d. If Not, What Equipment Was Removed and When, Provide a Record of Work if Possible
   e. Is the Well Capable of Resuming Injection or Production Without a Rework?
7. Well Conversion Information
   a. Date(s) Well Converted from Production to Injection:
   b. Date(s) Well Converted from Injection to Production
   c. Record of Conversion Activity

8. Plugging and Abandonment Information
   a. Plug and Abandonment Plan
   b. Plugging Record
   c. Were Any Problems Experienced During the Plugging Process, Involving Such Things as Pulling of Equipment, Setting Plugs, Water Flow to Surface?

D. PREPARE AND SUBMIT TANK AND PIPELINE INFORMATION

Respondents shall provide information on all current and past tanks, associated tank battery equipment, oil/water separators, and pipelines used in the East Poplar Oil Field for the production of oil and gas in the township, range, and sections listed Paragraph C above, including but not limited to: Tank Batteries 8-D, 80-D, South Central, A, C, D, F, G, H, K, and R. Respondents shall provide the information listed below:

1. Location of tank
2. Tank size and construction
3. Duration of tank use
4. Information on leaking tank bottoms or any other type of tank integrity failure(s)
5. Information on spill incidents at or near the tanks and tank batteries, including those from unloading transport trucks into the tanks.
6. Location of all pipelines (identify as surface or subsurface)
7. Information on any leaks or spills from pipelines leading to and from the tanks and wells
8. Information on pipeline failures on the surface and subsurface.

E. PROVIDE INFORMATION ON PIT(S) USED IN THE PRODUCTION OF OIL OR GAS

Respondents shall provide information on all current and abandoned pits used for well construction, oil and gas production, well workovers, product and waste storage, evaporation and disposal of fluid products and

wastes in the sections listed for in the East Poplar Oil Field for the production of oil and gas in the township, range, and sections listed in Paragraph C above.

Respondents shall include information on the construction for each pit, date pit constructed, duration of pit use, for what the pit was used, types of wastes placed in the pit, and, if abandoned, record of abandonment.

F. PROVIDE GEOLOGIC AND HYDROLOGIC FIELD INFORMATION

Respondents shall provide a formation depth cross section for the portion of the field drilled, constructed, operated, and/or plugged well(s) by each Respondent. Respondents shall provide information on all formations found to contain water above the injection or production formation being used by their wells. Respondents shall provide information on formation pressures for production and/or injection formations, over a time line from well construction to well plugging.

2. Unless otherwise specified, all reports and notifications herein required shall be submitted to:

Carol Bowden
U.S. Environmental Protection Agency
Office of Enforcement, Compliance
and Environmental Justice
Technical Enforcement Program (8ENF-T)
999 18th Street, Suite 500
Denver, Colorado 80202-2466
Telephone (303) 312-6485

3. Not more than 48 hours after receipt of this Order, Respondents shall contact Ms. Carol Bowden at the above address and telephone number to advise her of their intentions to comply with this Order. If that 48 hour time period occurs on a weekend or holiday, Respondents shall contact Ms. Bowden by 10:00 a.m. on the first EPA work day (Monday through Friday) after said holiday or weekend.

GENERAL PROVISIONS

1. The provisions of this order shall apply to and be binding upon Respondents, their officers, directors, agents, successors and assigns. Notice of this Order shall be given to any successors in interest prior to transfer of any of the oil and gas facilities or their operation. Action or inaction of any persons, firms, contractors, employees, agents, or corporations acting under, through or for Respondents, shall not excuse any failure of Respondents to fully perform their obligations under this Order.

2. This Order does not constitute a waiver, suspension, or modification of the requirements of any federal

statute, regulation, or condition of any permit issued thereunder, including the requirements of the Safe Drinking Water Act, which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or any criminal action otherwise authorized under the Act.

3. Violation of any term of this Order may subject Respondents to an administrative civil penalty of up to $15,000 for each day in which such violation occurs or failure to comply continues pursuant to §1431(b) of the Act, 42 U.S.C. §300i(b). In addition, actions or omissions which violate any requirements of the SDWA or its implementing regulations may subject Respondents to a civil penalty of not more than $27,500 per day per violation pursuant to §1423 of the Act, 42 U.S.C. §300h-2.

4. This Emergency Administrative Order is a final agency action by EPA.

5. This Emergency Administrative Order is binding on all Respondents, and each Respondent is jointly and severally liable hereunder.

6. The effective date of this Order shall be the date of issuance.

Issued this _____ day of _____, 1999.

_____
Connally E. Mears, Director
Technical Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice
United States Environmental Protection
Agency, Region 8

_____
Michael T. Risner, Director
David J. Janik, Senior Attorney
Legal Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice
United States Environmental Protection
Agency, Region 8

Hull, Kenneth

From: Sery, John
Sent: Wednesday, October 27, 1999 11:13 AM
To: Hull, Kenneth; Allen, George; Oksness, Richard C.; Hayes, Skip
Subject: FW: FYI - Ft. Peck Groundwater Contamination

For your information. Has anyone else heard of this yet??
John Sery

-----Original Message-----
From: Wallace, David [SMTP:dxw1@cdc.gov]
Sent: Wednesday, October 27, 1999 11:01 AM
To: 'Tom Crow'; 'John Sery'
Subject: FW: FYI - Ft. Peck Groundwater Contamination

Hi Tom and John,
fyi. my wife works for the USGS and passed on this information--

David

-----Original Message-----
From: Elizabeth A Frick, Hydrologist, Atlanta, GA
[mailto:eafrick@usgs.gov]
Sent: Wednesday, October 27, 1999 12:53 PM
To: dxw1@cdc.gov
Subject: FYI - someone in IHS/CDC may be interested in these 2 unrelated topics

MEMORANDUM

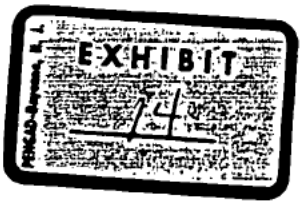
October 27, 1999

From: Barbara Wainman, Chief, External Affairs, U.S. Geological Survey

Subject: USGS Weekly Highlights, October 18 - 22, 1999

...

- USGS Contributes Data to Safer Water for Tribe: The U.S. Environmental Protection Agency has issued an Emergency Administrative Order under the Safe Drinking Water Act to address ground-water contamination in and near the East Poplar oil field in the Fort Peck Indian Reservation in northeastern Montana. The Order will result in provision of an alternative source of drinking water for many rural residents of the area and calls for remediation. USGS investigations conducted in cooperation with the Fort Peck Tribes (USGS Water Resources Investigations Report 97-4000 and subsequent data) concerning saline contamination of ground water in Quaternary deposits (shallow aquifers) in the area provided much of the

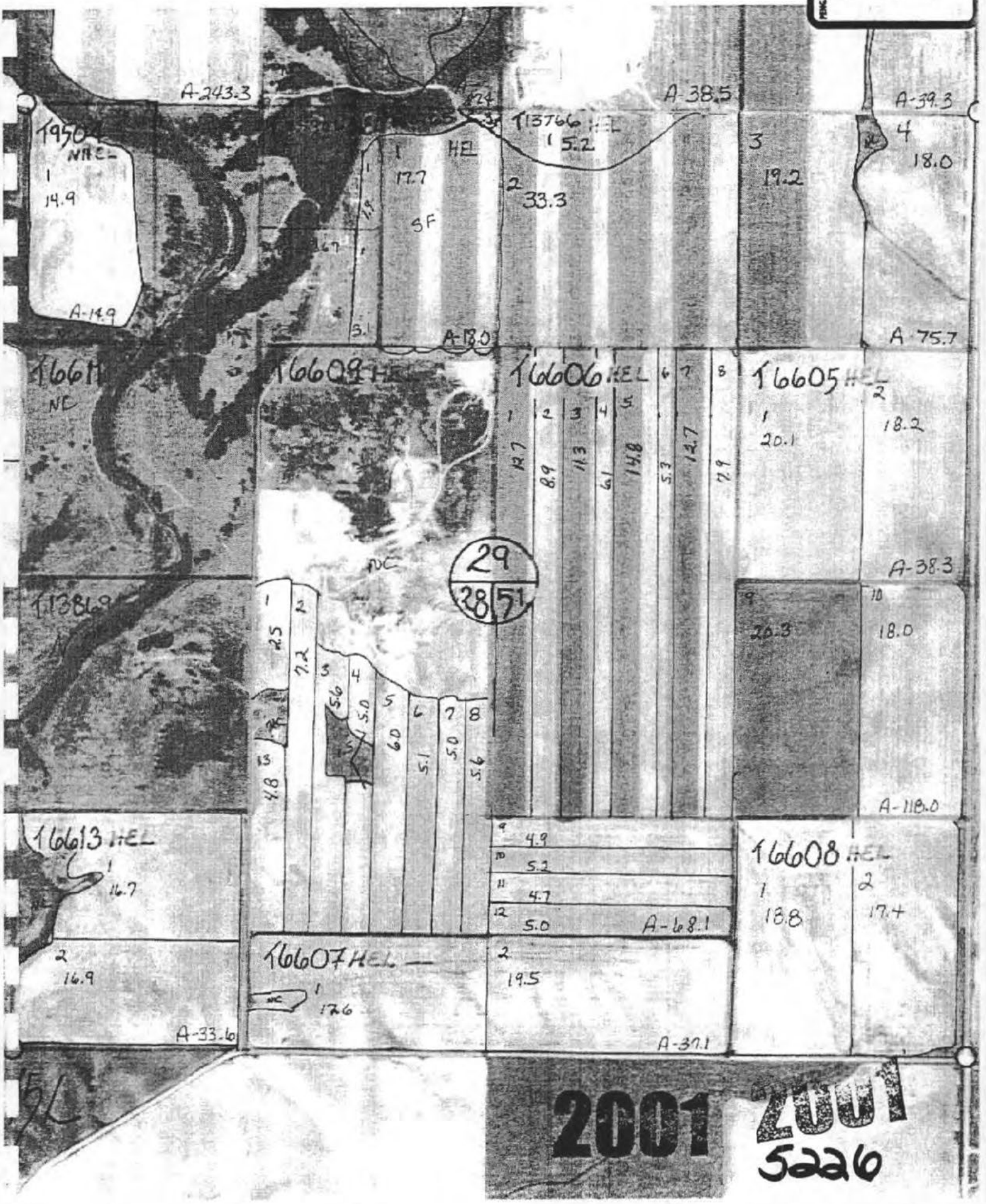


basis for the Order. (Joanna Thamke, Helena, MT, 406-457-5923)

...

· Tracking Infectious Disease: On October 27, USGS scientist Steven Guptill will be interviewed by ABC World News Tonight in conjunction with a three part series addressing the relationship between environments and human health. Guptill will be discussing the role of mapping in tracking infectious diseases. (Karen Wood, Reston, VA, 703-648-4447).

EXHIBIT 15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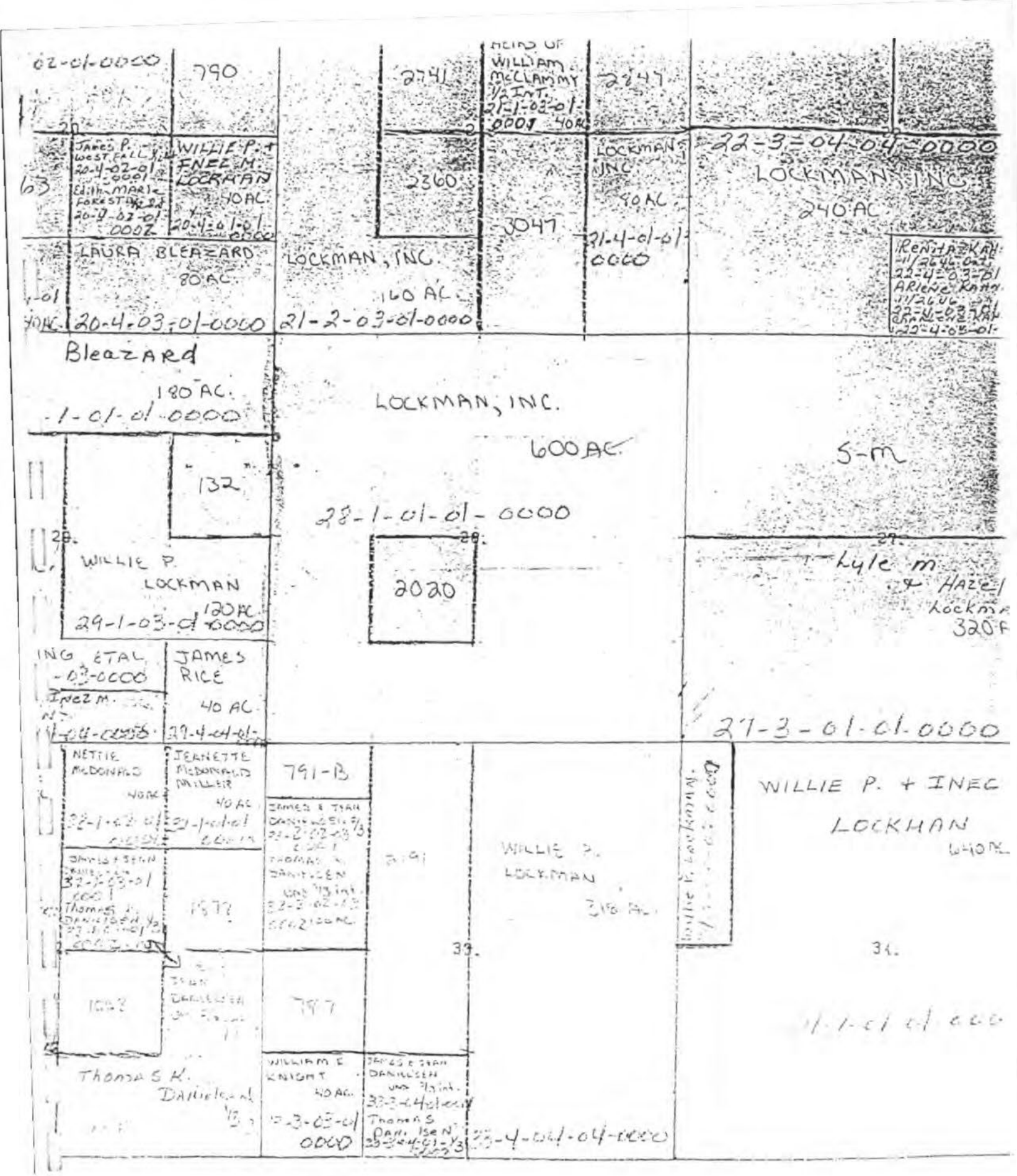

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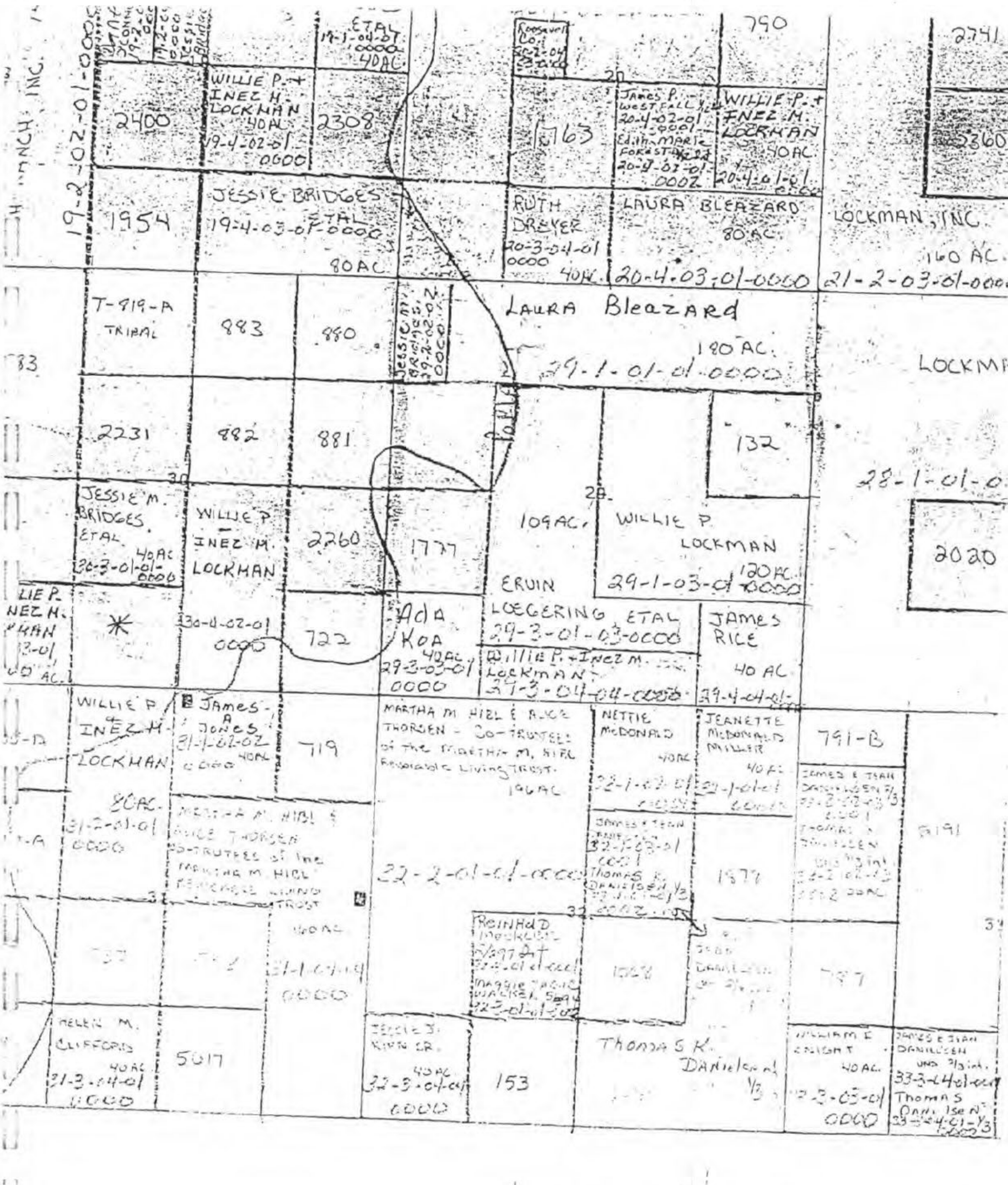

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WILLIAM E. KNIGHT 40AC 33-3-03-01 0000
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Thomas S Danielsen 33-3-04-01-1/3 0002

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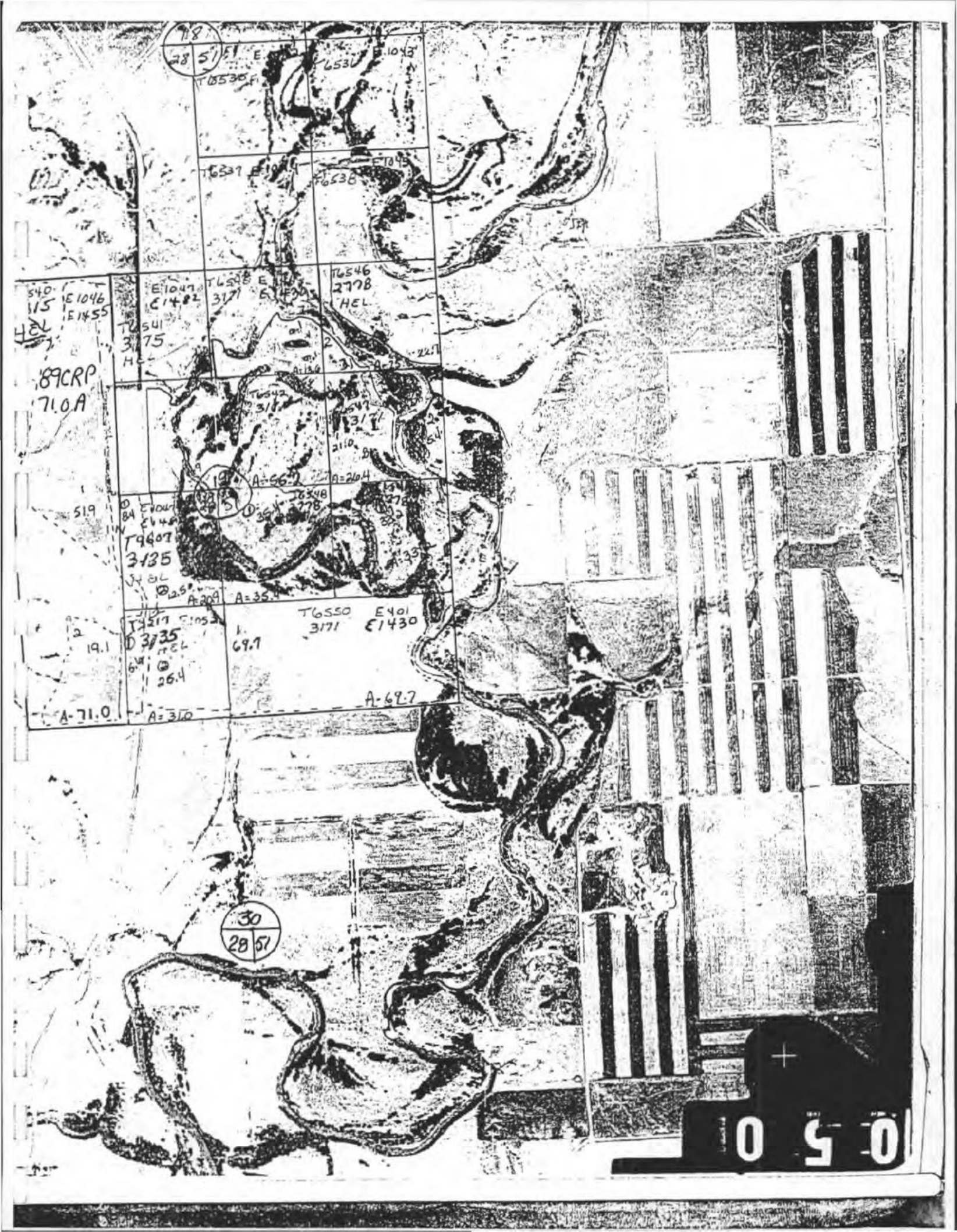
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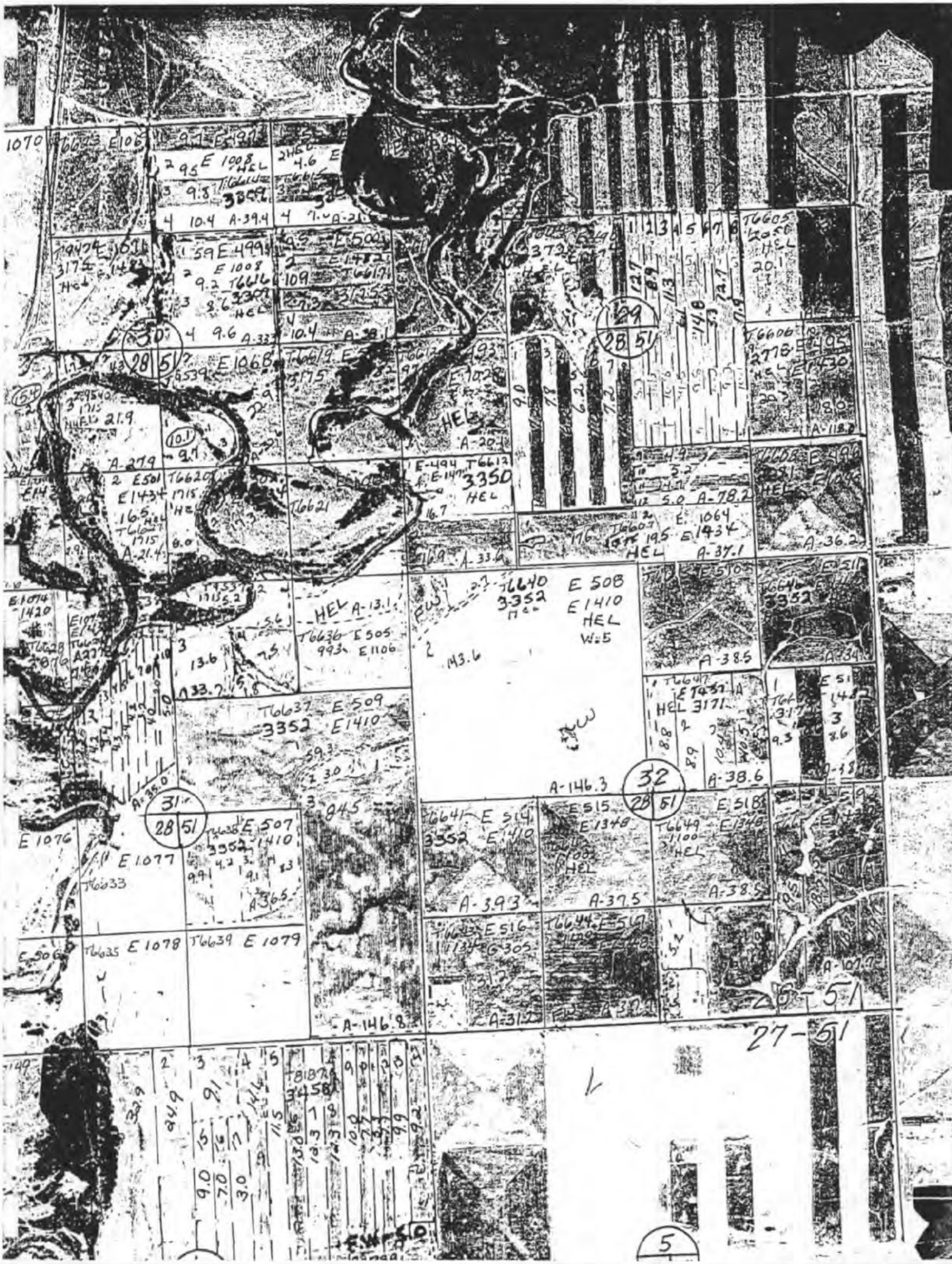
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JOHN WALKER ROSS
Brown Law Firm, P.C.
315 North 24th Street
P.O. Drawer 849
Billings, MT 59103-0849
(406) 248-2611

Attorneys for Defendants MESA Petroleum Co., Pioneer Natural Resources Company and Pioneer Natural Resources USA, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

CARY G. YOUPEE, et al.,

Plaintiffs,

v.

MURPHY OIL USA, INC., et al.

Defendants.

MESA PETROLEUM and PIONEER NATURAL RESOURCES, USA, INC.,

Defendants/Third Party Plaintiffs, and Cross-Plaintiffs,

v.

AMARCO RESOURCES CORP. BESTWAY INC.; WESTDALE PETROLEUM INC.; and THE PRUDENTIAL GROUP,

Third Party Defendants,

v.

JOHN DOES 4-50,

Cross-Defendants.

Cause No. CV 98-108-BLG-JDS

Judge Jack D. Shanstrom

NOTICE OF TAKING DEPOSITION OF LAURA BLEAZARD AND REQUEST FOR PRODUCTION OF DOCUMENTS

EXHIBIT 16

TO: Laura Bleazard and her attorneys of record, Richard J. Dolan and Brian Gallik, Goetz, Gallik, Baldwin & Dolan, P.C., P.O. Box 428, Bozeman, MT 59771-0428:

PLEASE TAKE NOTICE that, pursuant to Rule 26, M.R.Civ.P., the undersigned will take the deposition of Laura Bleazard, on Wednesday, the 13th day of June, 2001, beginning at 5:00 p.m., or as otherwise arranged by the parties, at the Sherman Motor Inn , located a 200 East Main, Wolf Point, Montana, before a Notary Public of the State of Montana, or such other person qualified by law to administer oaths in the state of Montana.

The Deponent is requested to produce at such deposition all of the following documents and/or materials:

1. all information which may be relevant to claims and requests for damages made by plaintiffs in this action.

DATED this 25 day of May, 2001.

BROWN LAW FIRM, P.C.

By _____
JOHN WALKER ROSS

CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served on counsel of record by U.S. mail, postage prepaid and addressed as follows this 25 day of May, 2001.

Michael E. Webster
Carolyn Ostby
Crowley Law Firm
P.O. Box 2529
Billings, MT 59103-2529
Attorneys for Murphy Defendants

Robert Sterup
Dorsey & Whitney, LLP
P.O. Box 7188
Billings, MT 59103
Attorneys for Samson Resources Company

Gerald Murphy
Moulton, Bellingham. Longo & Mather
PO Box 2559
Billings, MT 59103-2559

BROWN LAW FIRM

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
Roosevelt County FSA Office
P O Box 519
Culbertson MT 59218 0519
PH (406) 787 6262
FAX (406) 787 6132

"USDA is an equal opportunity provider, lender, and employer."

February 28, 2000 ALL CRP PRODUCERS REFER TO: DLL

Dear Producer;

Enclosed is your 2000 crop certification form. To earn your CRP payment, the acres that contain cropland must be reported EVERY year even if they are not participating in AMTA, or the CRP annual payments will NOT be issued. The deadline to report these acres is July 15, 2000. There is a late fee charged after this July 15th deadline.

You have received a packet of maps with 2000 stamped on them. Complete one set of the maps by designating what is in every strip. Also, if you would fill the tract list sheets out by shares, tract, field and crop use, it will confirm the acreages that are on this farm in case we make a loading error. Please make all corrections on the FSA-578 "Report of Acreage" that has been printed out and is enclosed. The maps must be returned to our office, along with the signed and dated FSA-578 form. If they are mailed they must be postmarked by the July 15th deadline.

If your CRP contains permanent grasses, indicate the CRP practice that pertains by using the numbers listed by the practices below.

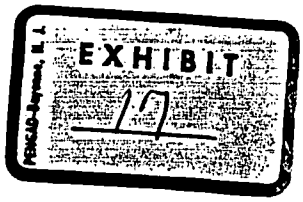
CRP intended use codes:

- CP1 - Establishment of permanent introduced grasses and legumes (cost-share was involved)
- CP2 - Establishment of permanent native grasses (cost-share involved)
- CP3 - Tree planting
- CP4 - Permanent wildlife habitat
- CP5 - Field windbreak establishment
- CP8 - Grass waterways
- CP10 - Vegetative cover, trees, already established (grasses established prior to CRP - no cost share involved)
- CP12 - Wildlife food plot
- CP23 - Wetland restoration
- CP25 - Native Grasses - Rare & Declining habitat

** If you have any questions, please call before returning any documents so that we can update your files more efficiently.

Sincerely;

Carol Y Ritter-Fellman, CED
Roosevelt County FSA Office



UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
Roosevelt County FSA
Box 519
Culbertson, MT. 59218

"USDA is an equal opportunity provider, lender, and employer."

INSTRUCTIONS TO COMPLETE CROP CERTIFICATIONS

Enclosed are 2000 maps that you will need to use to report the crops that you have planted. Tract sheets are available to assist you and us in figuring the acreages that you planted on your farm(s). Below is an explanation on how to fill out your maps. When you have completed seeding and have marked your maps, send them in as soon as possible. This will reduce your time in the office.

Please mark each map (per field or per strip) and show the crop and intended use of each. It is very important that this is completed prior to your scheduled appointment so that we can review the completed maps and tract worksheets and have them ready for you by your appointment time. The following are items that you need to make sure and include on your maps and tract worksheets:

CROPS: See the back of this page for crop abbreviations

INTENDED USE: GR-Grain HY-Hay SL-Silage etc...

PLANTING PRACTICES: SF - Summer Fallow, CC - Continuous Crop, IRR - Irrigated, NIR - Non-Irrigated

NAMES AND CROP SHARES: The name and crop share of each person who receives a share of the crop must be listed for each tract according to planted acreages and how grain is sold.

CRP (Conservation Reserve Progam): This acreage must be reported every year or payment will be denied.

NONPROGRAM CROPS: Specify all crops, which include all seeded grasses such as: alfalfa (NI, IR), rye, triticale, wheat grass etc... and their land uses such as for hay (hy), grain (gr), grazing (gz), seed (sd), green manure (gm) etc... If you are planting a specialty crop for this year, be sure to call this FSA office to make sure that it is not considered a Fruit or Vegetable (OFAV). You will need to submit to us the variety name from the seed you purchase.

Your native and annual seeded grass, such as Sudan, millet, sm grain for hay etc..., are only eligible for NAP, not insurable. If you are certifying hayland and/or pasture land, please outline what is hayed and estimate the acres.

After you have completed the maps and tract worksheets with the above information, be sure and add up all of your crops FOR EACH TRACT so we can compare our totals with yours. The deadline to return this information and sign the certification form is July 15TH.

FINAL REMINDER: Please be sure all maps are properly marked and tract worksheets are totaled so certification will run smoothly. If you have any questions or need assistance completing the forms, please call us.

NONINSURED CROP DISASTER ASSISTANCE PROGRAM
(NAP)

NAP is intended to provide protection against widespread disaster, not individual losses. The NAP program is a VOLUNTARY program. This program does not cost you anything if you choose to participate. To be eligible for NAP payments, producers shall:

* **FILE AN ACREAGE REPORT FOR CROPS ELIGIBLE FOR POTENTIAL BENEFITS UNDER NAP.**

ACREAGE REPORTS INCLUDE:

1) Crop, practice, and intended use
2) All acreage in the county of the eligible crop
3) Shares of all producers who have a risk in the production of the crop at the time of planting
4) The date the crop was planted

NOTE: The final date for reporting any specific crop acreage for which NAP assistance may be paid is the earlier of the established acreage reporting date for the specific crop OR 15 calendar days BEFORE the onset of harvest of the specific crop acreage being reported.

* **CERTIFY CROP PRODUCTION FOR APPROVED YIELD CALCULATION.**

1) For crop acreage reported, the producer must report the production
   a) after harvest of the crop acreage is complete
   b) before the final acreage reporting date for the next crop year
2) For pasture acres, producers will provide type and number of livestock with total days grazed

The requirement for reports of acreage and production is independent of whether a crop loss occurs. Producers failing to timely report acreage and production could be ineligible for NAP assistance or have reduced approved yield calculations.

* **TIMELY PROVIDE COC (COUNTY COMMITTEE) WITH ANY NOTICE OF LOSS BY FILING AN FSA-574 (REQUEST FOR ACREAGE/DISASTER CREDIT).**

1) Producers with a share in the eligible crop must provide a notice of damage or loss timely.
   a) Within 15 days of the disaster, or when the loss becomes evident.
   b) Within 15 days of the date damage to the crop acreage is apparent to the producer. The Montana State Committee has determined that producers should know if they suffered a loss when harvest is complete.
   c) Whenever a producer plans to dispose of the crop other than as the initial intended use.

Notices of loss cannot be taken over the phone. Form FSA-574 must be completed and signed in order for the notice of loss to be complete. County Committees and State Committees do not have the authority to approve late filed notices of loss, therefore it is important that losses are timely filed.

NAP payments are issued if a NAP AREA REQUEST is approved by the Montana State Committee. NAP area eligibility occurs if a natural disaster causes eligible crops to suffer at least a 35% loss of the area-expected yield. County offices must have documentation to show which crops in the area have suffered enough of a loss to apply. The "AREA" may be 1) a county, 2) at least 320,000 acres, or 3) acreage on which the value of all crops is $80 million or more.

FARM SUMMARY PAGE FOR CERTIFICATION WORKSHEETS

FARM NUMBER: _____ OPERATOR: _____

PLEASE ENTER THE FOLLOWING FARM CROP ACREAGE TOTALS:

TOTAL ACREAGES	OTHER CROPS
WHEAT_____	_____
BARLEY_____	_____
OATS_____	_____
CORN_____	_____
SORGHUM_____	_____
CRP_____	_____
SF_____	_____
OFAV-FRUITS & VEGETABLES_____	_____
_____	_____
_____	_____

ANNUALLY SEEDED CROPS - NATIVE GRASSES
(INSURABLE) (NON-INSURABLE)

	TOTALS	INSURED (Y OR N)
ALFALFA (60%-OR MORE)	_____	_____
MIXED HAY (26%-59%)	_____	_____
MIXED HAY (Below 25%)	_____	_____
OTHER GRASSES FOR HAY:		
NATIVE	_____	_____
BROME	_____	_____
SUDAN	_____	_____
WHEAT GRASS CRESTED	_____	_____
WHEAT GRASS INTER.	_____	_____
WHEAT GRASS TALL	_____	_____
WHEAT GRASS WESTERN (Blue Joint)	_____	_____

IF NOT CERTIFYING YOUR HAYLAND AND PASTURE, PLEASE COMPLETE BELOW:

I DO NOT WISH TO PARTICIPATE IN THE NON-INSURABLE CROP PROGRAM

X_____
signature and date

FOR OFFICE USE ONLY!

EFFECTIVE AG-USE_____ VARIETY OF OFAV_____
MINUS
CONTRACT ACREAGE_____ INSURANCE CO_____
EQUALS
EXCESS ACREAGE_____ 409-$20.00 VISIT_____

ABBREVIATIONS TO BE USED WHEN COMPLETING YOUR CERTIFICATION WORKSHEETS

CROP	TYPE	ABBREVIATION	INTENDED USES
WHEAT	Hard Red Spring	HRS	-grain (GR)
	Hard Red Winter	HRW	-hay (HY)
	Hard Amber Durum	HAD	-graze (GZ)
			-seed (SD)
BARLEY	Spring	BRLY	-idle (LS)
	Winter	BRLY	-oil (OIL)
			-silage (SL)
OATS	Oats	OATS	-green manure (GM)
CORN	Corn	CORN	
	Silage	SLG	
	Grain	GRN	
SORGHUM	Grain	SORGH	
SUDEX	Sudex	SUDEX	
GRASS	Native	NAT	
	Brome, Other	BRO	
	Grama, Blue	GBU	
	Sudan	SUD	
	Wheat Grass, Crested	WCR	
	Wheat Grass, Intermediate	WIN	
	Wheat Grass, Tall	WTA	
	Wheat Grass, Western (Blue Joint)	WWE	
CANOLA	Canola	CANOL	
FLAX	Flax	FLAX	
LEGUMES	Misc.	LEGUM	
MILLET	Misc.	MILET	
ALFALFA	Alfalfa	ALF	60% OR MORE
MIXED HAY	Alfalfa Grass Mix	AGM	26% - 59%
	Alfalfa Grass Mix	GMA	Mix-Below 25%
	Oats/Peas	OTP	
	Alfalfa and Brome	AFB	
	Small Grain	SMG	
	Tall Grass/>25% legume	TGG	
	Tall Grass/<25% legume	TGL	
MUSTARD	Misc.	MUSTD	
RYE	Misc.	RYE	
SAFFLOWER	Misc.	SFLWR	
SPELTZ	Misc.	SPELZ	
SUNFLOWERS	Non-oil	SNFLR	
TRITICALE	Misc.	TRICL	
SUGARBEETS	Sugarbeets	SBEET	
HOME GARDEN (2 ACRES OR LESS)	Home Garden	HMGRD	

If there is not an abbreviation listed for the crop you planted, please call the FSA Office to find out what abbreviation to use.

WE NEED TO HAVE PLANTING DATES ON ALL GRASSES THAT HAVE BEEN SEEDED

Page 1 of ___

FARM #__________ Insurance Agent ______________________________

TRACT CROP SHARE	TRACT NUMBR	FIELD	ACRES	CROP VAR/ TYPE	INT USE	PLANT PRAC.	IRR PRAC.	PLANTING END DATE
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
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						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	

FARM #_______________ Page ___ of ___

TRACT CROP SHARE	TRACT NUMBR	FIELD	ACRES	CROP VAR/ TYPE	INT USE	PLANT PRAC.	IRR PRAC.	END DATE PLANTING
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
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						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	
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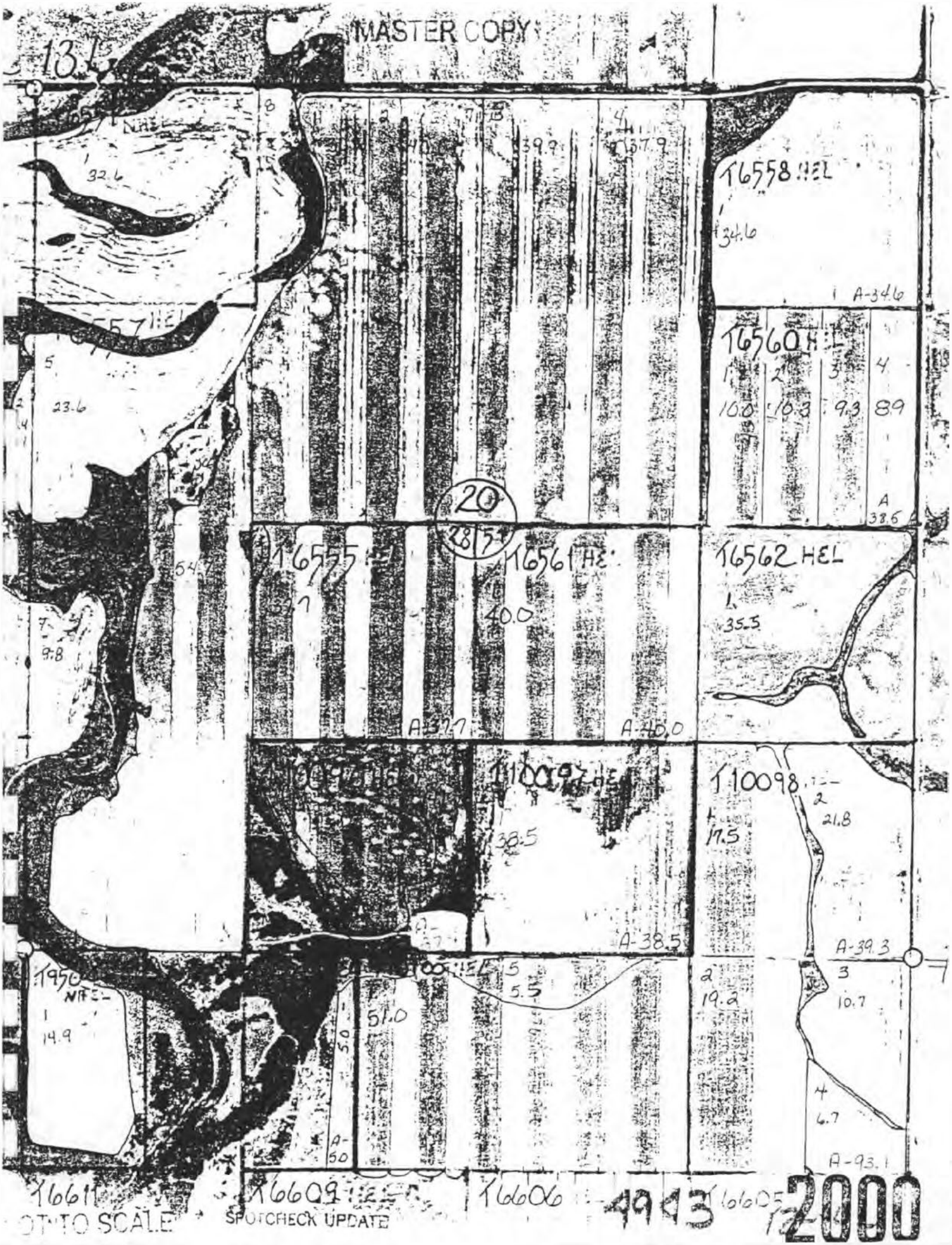
						sf/cc	Irr/Ni	
						sf/cc	Irr/Ni	

INITIAL AND DATE____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A-50
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NHEL
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1 12.7
2 8.9
3 11.3
4 6.1
5 14.8
6 5.3
7 12.7
8 7.9

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2 7.2
3 5.6
4 5.0
5 6.0
6 5.1
7 5.0
8 5.6
13 4.8

9
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4943

MONTANA | U.S. Dept. of Agriculture | Prepared:02/26/2000
ROOSEVELT | Farm Service Agency | Crop Year:2000
Report ID: FSA-156EZ-R001 | Abbreviated 156 Farm Record | Page: 1

OPERATOR: Name & Address	FARMLAND	CROPLAND	AG USE LAND	EFF AG USE LAND	FARM DESCRIPTION	STATUS
	100.0	70.9	70.9	70.9	NONE	ACTIVE

LAURA BLEAZARD 406-768-3242
PO BOX 1623
POPLAR MT 59255 1623

FARMS ASSOC. WITH OP: 5228 5454

OTHER PRODUCERS ASSOCIATED WITH FARM:
NONE

CRP Cropland: .0 CRP HEL: .0
CRP Contract No.: NONE ETC.....
RECON. REF. NO.: A/0165 FAV HISTORY: N

CROP	CONTRACT ACREAGE	HBL.CROP AVG.	CRP REDUCTION	CRP PENDING	PTAI YLD
WHEAT	12.1	.0	.0	.0	23

No. of Tracts: 3 Year: 2000

TRACT NO.	FARMLAND	CROPLAND	AG USE LAND	CRP CROPLAND ACRES	WBP ACRES	EFF AG USE	CRP HEL ACRES
10096	40.0	27.4	27.4	.0	.0	27.4	.0

CROP NAME	PRC ACRES	PRC TRACT YIELD	CRP-15 REDUCTION ACRES	CRP TRACT YIELD	CRP PENDING ACRES	AVG HBL-CROPPED ACRES
WHEAT	4.3	23	0.0	0	0.0	0.0

Photo Grid Descp: 12-14-L, 20-28-51 HEL 027 A027 WL CW FW PC AW MW PCW MG RW CWTE CWNA
Y Y Y N N N N
OWNER 1 - LAURA BLEAZARD

TRACT NO.	FARMLAND	CROPLAND	AG USE LAND	CRP CROPLAND ACRES	WBP ACRES	EFF AG USE	CRP HEL ACRES
10097	40.0	38.5	38.5	.0	.0	38.5	.0

CROP NAME	PRC ACRES	PRC TRACT YIELD	CRP-15 REDUCTION ACRES	CRP TRACT YIELD	CRP PENDING ACRES	AVG HBL-CROPPED ACRES
WHEAT	7.0	23	0.0	0	0.0	0.0

Photo Grid Descp: 12-14-L, 20-28-51 HEL 027 A027 WL CW FW PC AW MW PCW MG RW CWTE CWNA
Y Y Y N N N N
OWNER 1 - LAURA BLEAZARD

EXHIBIT 19

MONTANA
ROOSEVELT
Report ID: FSA-156EZ-R001

U.S. Dept. of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

Prepared: 02/26/2000
Crop Year: 2000

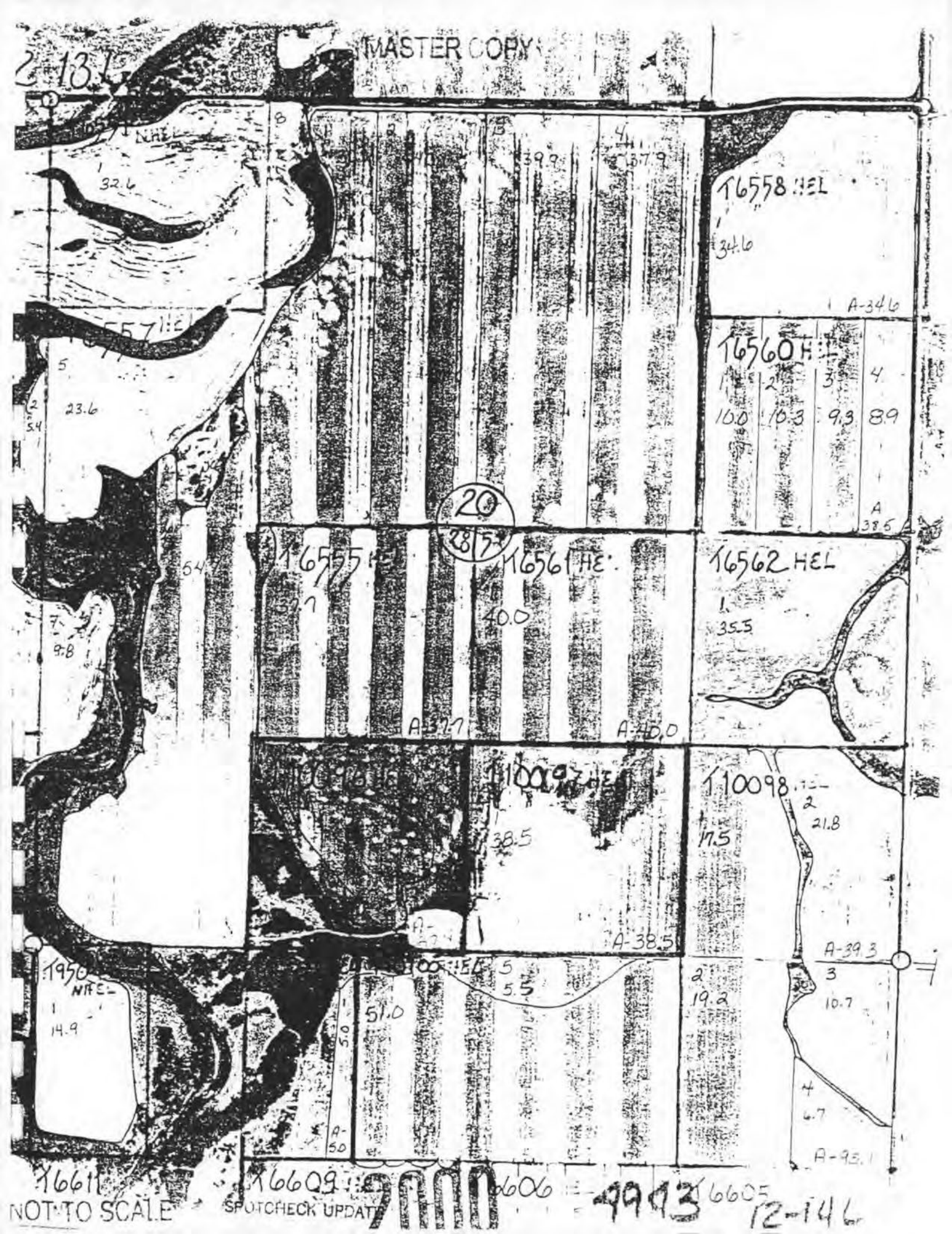
TRACT NO.	FARMLAND	CROPLAND	AG USE LAND	CRP CROPLAND ACRES	WBP ACRES	EFF AG USE	CRP APL ACRES
10099	20.0	5.0	5.0	.0	.0	5.0	.0

CROP NAME	PLC ACRES	PLC TRACT YIELD	CRP-15 REDUCTION ACRES	CRP TRACT YIELD	CRP PENDING ACRES	AVG DBL-CROPPED ACRES
WHEAT	0.8	23	0.0	0	0.0	0.0

Photo Grid Descr: 12-14-L, 29-28-31

HEL	027	A027	WL	CW	FW	PC	AW	AM	PCW	AG	RW	CRTE	OWNA
Y	Y	Y	N	N	N				N				

OWNER 1 - LAURA BLEAZARD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16562 HEL
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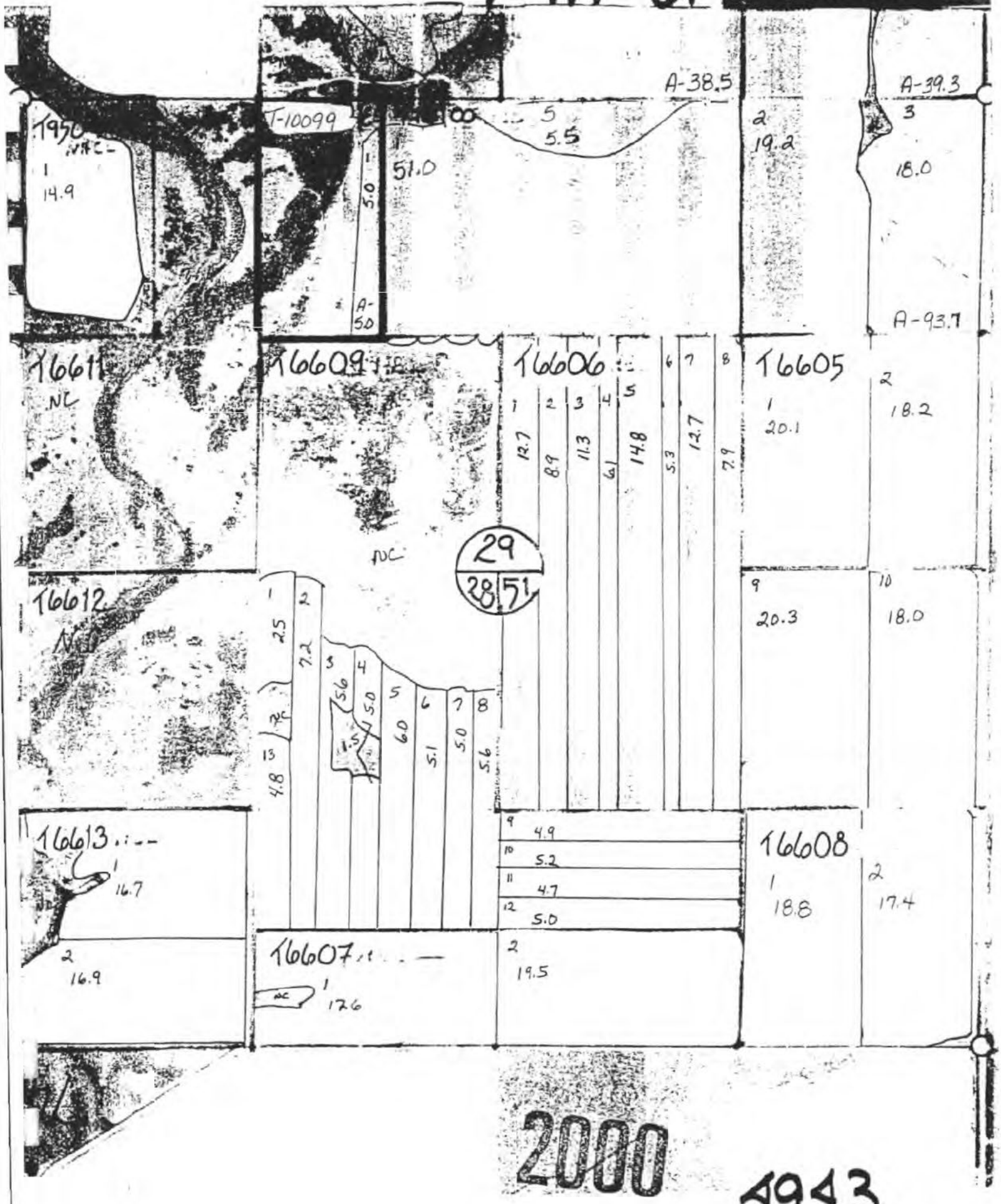

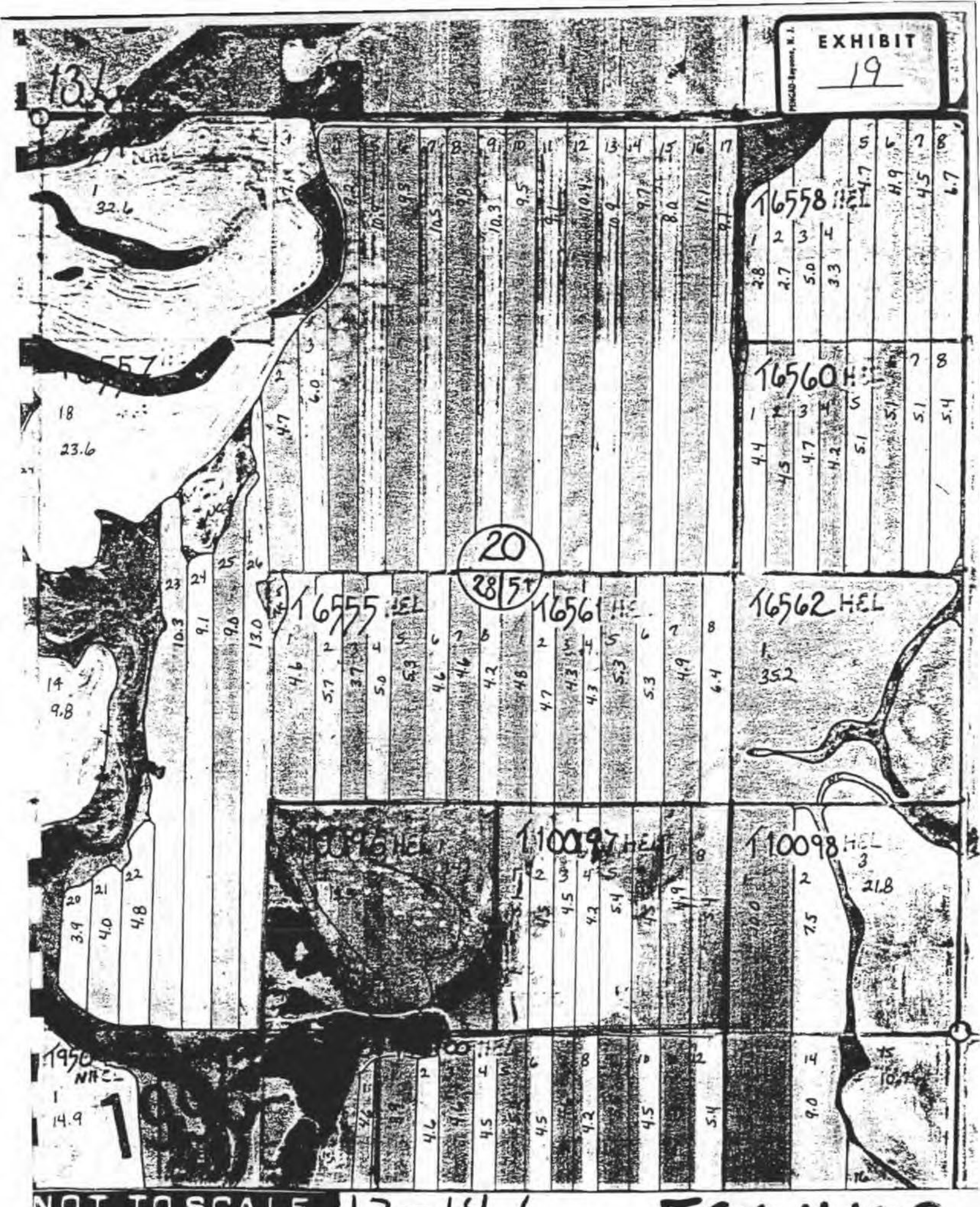
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EXHIBIT
20

ROOSEVELT, MONTANA

Form Approved - OMB No. 0560-0004

FSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 2001
MANUAL PROGRAM YEAR 2002
DATE: 06-06-2001

FARM NUMBER: 6215

FARM SUMMARY

Operator Name and Address ID

LAURA BLEAZARD 2642
PO BOX 1623
POPLAR, MT 59255-1623

Original: DU

Revision: _____

Cropland: 67.6

Farmland: 80.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Producer Name	ID	Crop	Share
LAURA BLEAZARD	2642		1.0000

Crop	Type	Prac	IU	Reported	Determined	Crop	Type	Prac	IU	Reported	Determined
FALOW		N		67.6		OFAV		N		.0	

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature: Laura Bleazard — Date: 06/06/01

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

ROOSEVELT, MONTANA

Form Approved - OMB No. 0560-0004

FSA-578(02-01-91) REPORT OF ACREAGE PROGRAM YEAR 2001

MANUAL PROGRAM YEAR 2002

FARM NUMBER: 6215 FARM AND TRACT DETAIL LISTING DATE: 06-06-2001

Operator Name and Address ID

LAURA BLEAZARD 2642
PO BOX 1623
POPLAR, MT 59255-1623

Original: JL

Revision: _____

Cropland: 67.6

Farmland: 80.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID	Cov Flag	Crop Type	Planting Date
0		Ni	OFAV			F FAV	.00				1.0000	2642			

Crop Type Prac IU Non-Irrig Irrigated
OFAV N .0

Photo Number/Legal Description: None

Cropland: .0 Reported: .0 Difference: .0 Reported D,S,R: .0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID	Cov Flag	Crop Type	Planting Date
8182	1	Ni	FALOW					29.10		I	1.0000	2642			

Crop Type Prac IU Non-Irrig Irrigated
FALOW N 29.1

Photo Number/Legal Description: 12-15-L, 05-27-51

Cropland: 29.1 Reported: 29.1 Difference: .0 Reported D,S,R: .0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID	Cov Flag	Crop Type	Planting Date
10097	1	Ni	FALOW					38.50		I	1.0000	2642			

Crop Type Prac IU Non-Irrig Irrigated
FALOW N 38.5

Photo Number/Legal Description: 12-14-L, 20-28-51

Cropland: 38.5 Reported: 38.5 Difference: .0 Reported D,S,R: .0

ROOSEVELT, MONTANA

Form Approved - OMB No. 0560-0004

FSA-578(02-01-91) REPORT OF ACREAGE PROGRAM YEAR 2001

MANUAL PROGRAM YEAR 2002

FARM NUMBER: 5226 FARM AND TRACT DETAIL LISTING DATE: 06-06-2001

Operator Name and Address ID

LAURA BLEAZARD 2642
PO BOX 1623
POPLAR, MT 59255-1623

Original: DM

Revision: _____

Cropland: 18.0

Farmland: 20.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID	Cov Flag	Crop Type	Planting Date
0		Ni	OFAV			F FAV	.00				1.0000	2642			

Crop Type Prac IU Non-Irrig Irrigated
OFAV N .0

Photo Number/Legal Description: None

Cropland: .0 Reported: .0 Difference: .0 Reported D,S,R: .0

13765	1	Ni	FALOW				17.70			I	1.0000	2642			
	1B	Ni	FALOW				.30			I	1.0000	2642			

Crop Type Prac IU Non-Irrig Irrigated
FALOW N 18.0

Photo Number/Legal Description: 12-14-L, 29-28-51

Cropland: 18.0 Reported: 18.0 Difference: .0 Reported D,S,R: .0

ROOSEVELT, MONTANA

Form Approved - OMB No. 0560-0004

FSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 2001
MANUAL PROGRAM YEAR 2002
DATE: 06-06-2001

FARM NUMBER: 5226

FARM SUMMARY

Operator Name and Address ID

LAURA BLEAZARD 2642
PO BOX 1623
POPLAR, MT 59255-1623

Original: DU

Revision: _____

Cropland: 18.0

Farmland: 20.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Producer Name	ID	Crop	Share
LAURA BLEAZARD	2642		1.0000

Crop	Type	Prac	IU	Reported	Determined	Crop	Type	Prac	IU	Reported	Determined
FALOW		N		18.0		OFAV		N		.0	

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature: Laura Bleazard

Date: 06/06/01

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

COPY

EXHIBIT 23

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name, Address, and Tax Identification Number of Seller	F. Name and Address of Lender
ROMAN M. HENDRICKSON & JOAN E. HENDRICKSON P.O. BOX 1605 POPLAR, MT 59255	LAURA D. BLEAZARD P.O. BOX 1415 POPLAR, MT 59255	TRADERS STATE BANK P.O. Box 188 POPLAR, MT 59255

G. Property Location (Use complete address, including legal description if necessary)

Rural Location Located in the SW¼NE¼NW¼ of Section 29, Township 28 North, Range 51 East, Roosevelt County Montana.

H. Settlement Agent Name, Address, and Tax Identification Number

ROOSEVELT COUNTY ABSTRACT COMPANY
P.O. BOX 176
WOLF POINT, MT 59201 81-0481098

Place of Settlement: TRADERS STATE BANK, POPLAR, MT 59255

I. Settlement Date: June 1, 1998

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price		401. Contract sales price	$80,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409. ~~Buyers pro rated share 98 tax~~	~~308.87~~
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		**420. Gross Amount Due To Seller**	~~$80,308.87~~
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	~~1,115.37~~
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. 2nd Mortgage back to Seller		504. Payoff of first mortgage loan	~~54,452.94~~
205.		505. Payoff of second mortgage loan	
206.		506. ~~Mortgage from Buyer to Seller~~	~~10,000.00~~
207.		507. ~~Earnest money paid to Seller~~	~~500.00~~
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513. ~~2nd half of 1997 taxes~~	~~328.18~~
214.		514. ~~Escrowed pro-rated 1998 tax~~	~~361.13~~
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		**520. Total Reduction Amount Due Seller**	$66,757.62
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	$80,308.87 RSW ~~$80,000.00~~
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	~~66,757.62~~ ( )
303. Cash ☒ From ☐ To Borrower		603. Cash ☒ To ☐ From Seller	~~$13,551.25~~

The undersigned hereby acknowledges receipt of a completed copy of pages 1 and 2 of this statement and any attachments referred to herein.

Borrower _____ Seller _____

Borrower _____ Seller _____

SELLER'S TAX IDENTIFICATION NUMBER SOLICITATION AND CERTIFICATION

You are required by law (unless you are a corporation or governmental unit) to provide the Settlement Agent named above with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.**

Seller's Signature _____

580 287

NO. 16A-P — SATISFACTION OF MORTGAGE (Corporation) STATE PUBLISHING CO., HELENA, MONT.

Know All Men by These Presents:

That TRADERS STATE BANK OF POPLAR, MONTANA

do .... *hereby certify and declare that certain Mortgage, bearing date the* 16TH *day of* NOVEMBER, *A. D. 19* 98, *made and executed by* ROSS J. & LAURA D. BLEAZARD

the part IES *of the First part mentioned in said Mortgage to* TRADERS STATE BANK OF POPLAR, MONTANA

the part X *of the Second part, therein mentioned; and given to secure the payment of* SIXTY THOUSAND DOLLARS AND 00/100************************($60,000.00)

and which Mortgage was duly recorded in the office of the County Clerk and Recorder of ROOSEVELT *County, State of Montana, on the* 19TH *day of* NOVEMBER *A. D. 19* 92, *at* 11:30 *o'clock* A. *M., in Book* 548 *of Mortgages on Page* S 415-419 INCL *and the said Mortgage together with the debt thereby secured, is hereby fully paid, satisfied and discharged.*

IN WITNESS WHEREOF, the Corporation has caused its corporate name to be subscribed and its corporate seal to be affixed by the proper officers thereto duly authorized on this 1ST *day of* JUNE, *19* 98

TRADERS STATE BANK

MICHEAL C. LEINEN, VP/CASHIER ~~Secretary~~.

By JEFF RUFFATTO President.

STATE OF MONTANA,
County of ROOSEVELT } ss.

On this 1ST *day of* JUNE *in the year nineteen hundred and* NINETY EIGHT *before me* FRANCIS M. HUNT, *a Notary Public for the State of Montana, personally appeared* JEFF RUFFATTO & MICHEAL C. LEINEN *known to me to be the* PRESIDENT & VICE PRESIDENT/CASHIER *of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Francis M. Hunt
Notary Public for the State of Montana.

Residing at POPLAR *My Commission expires* JULY 31, 1999

SEAL

Satisfaction of Mortgage

(CORPORATION)

Traders State Bank

TO

Ross J. Bleazard and

Laura D. Bleazard

INDEXED

ock

By .... Deputy.

Return to ....

EXHIBIT 24

1-3-4-5

R/E

ROSS J. BLEAZARD LAURA D. BLEAZARD BOX 1415 POPLAR, MT 59255 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, joint and severally.	TRADERS STATE BANK P.O. BOX 188 POPLAR, MT 59255 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	2-26-076 Loan Number 41688 Date NOVEMBER 16, 1992 Maturity Date JAN. 25, 1998 Loan Amount $ 60,000.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of SIXTY THOUSAND AND NO/100* Dollars $ 60,000.00

☐ **Single Advance:** I will receive all of this principal sum on ______. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On NOVEMBER 16, 1992 I will receive the amount of $ 38,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are UPON APPROVAL OF TRADERS STATE BANK.

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on ______.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from NOVEMBER 16, 1992 at the rate of 8.5% per year until JANUARY 25, 1998.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be ______ the following index rate: ______

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as ______. A change in the interest rate will take effect ______.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than ______ % or less than ______ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ ______

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to ______

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% WITH A MAXIMUM OF $5.00

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: LOAN FEE, RECORDING FEES, TITLE INSURANCE

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest ______

☐ **Principal:** I agree to pay the principal ______

☒ **Installments:** I agree to pay this note in 60 payments. The first payment will be in the amount of $ 520.00 and will be due FEBRUARY 25, 1993. A payment of $ 520.00 will be due EACH MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due JANUARY 25, 1998.

ADDITIONAL TERMS:

MINIMUM FINANCE CHARGE OF $25.00 APPLIES.

THIS LOAN IS FURTHER SECURED WITH A MORTGAGE DATED NOVEMBER 16, 1992.

PURPOSE: The purpose of this loan is BUSINESS: BUY&MOVE HOUSE, DIG BASEMNT, IMPROVE PROPERTY.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Signature for Lender

JEFF RUFFATTO, VICE PRESIDENT

Jeff Ruffatto

X Ross J. Bleazard
ROSS J. BLEAZARD

LAURA D. BLEAZARD

Laura D Bleazard

EXHIBIT 25

7,600 ____ 10 UBS.

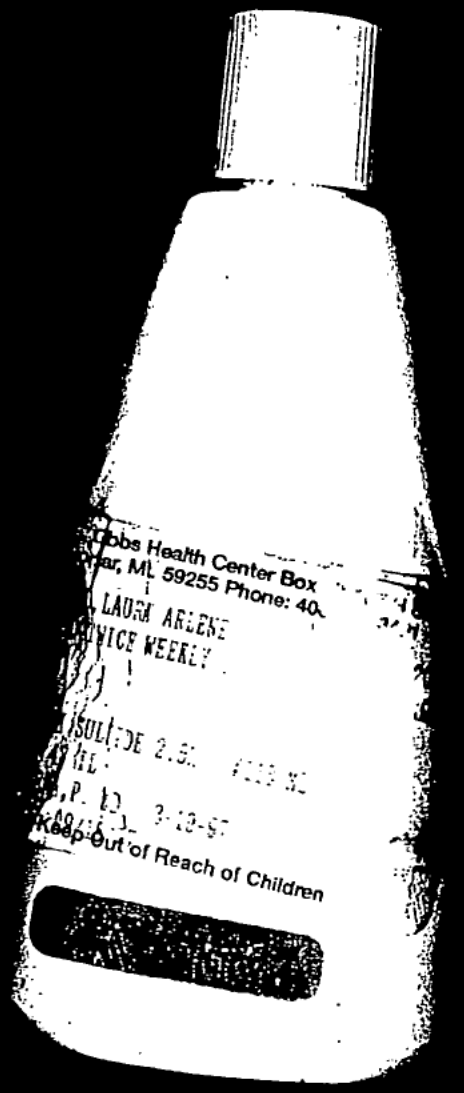


EXHIBIT
26

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Division
Federal Building, Room 428
301 South Park Avenue, Drawer 10076
Helena, Montana 59626-0076

January 9, 1998

Ms. Donna Buckles-Witmer
P.O. Box 885
Poplar, Montana 59255

Dear Donna Buckles-Witmer:

Enclosed for your information are the results of a chemical analysis of water collected from your well during August 1997. These results are tabulated with previous analytical results for your information.

As a basis for comparison, we have enclosed a Montana Bureau of Mines Form 196, compiled by Dr. John Sondereggar, which lists some of the water-quality criteria established by the U.S. Environmental Protection Agency (EPA), and also explains the significance of some of the water-quality parameters.

We appreciate your cooperation in allowing us to obtain the water sample. If you have any questions concerning the analytical results, please feel free to call me at 406-441-1319.

Sincerely,

Joanna Thamke

Joanna N. Thamke
Hydrologist

Enclosures

EXHIBIT 27 1 of 3

000010

PROVISIONAL

Physical properties and major-ion concentrations in water samples collected from D. Buckles-Witmer's well in the East Poplar oil field, Fort Peck Indian Reservation, northeastern Montana

Site number	Geologic unit	Depth of well (feet below land surface)	Collecting agency[2]	Analyzing agency[2]	Date sample collected	Specific conductance, onsite (µS/cm)	pH, onsite (standard units)	Water temperature, onsite (°C)	Density (g/mL at 20°C)	Hardness, total (mg/L as $CaCO_3$)	Calcium, dissolved (mg/L as Ca)
28N51E29AACC01	Alluvium	72	IHS	ASCHM	11-04-94	[1]1,846	[1]7.7				95
			USGS	USGS	08-27-97	2,690	[1]7.6		–	–	100

[1] Laboratory measurement.
[2] ASCHM, Astro-Chem Service Laboratory; IHS, Indian Health Service; USGS, U.S. Geological Survey.

Magnesium, dissolved (mg/L as Mg)	Sodium, dissolved (mg/L as Na)	Sodium adsorption ratio	Potassium, dissolved (mg/L as K)	Alkalinity, onsite (mg/L as $CaCO_3$)	Sulfate, dissolved (mg/L as SO_4)	Chloride, dissolved (mg/L as Cl)	Fluoride, dissolved (mg/L as F)	Bromide, dissolved (mg/L as Br)	Iodide, dissolved (mg/L as I)	Dissolved solids, computed (mg/L)	Site number
11	299	–	7	410	295	221				1,170	28N51E29AACC01
65	384	7	6.7	364	260	520	.2			1,570	

ASTRO-CHEM LAB, INC.
4102 2nd Ave. West
Williston, North Dakota 58802-0972
P.O. Box 972
Phone: (701) 572-7355

WATER ANALYSIS REPORT

SAMPLE NUMBER W-94-3273 DATE OF ANALYSIS 11-14-94

COMPANY Indian Health Service WHITMERS

CITY Wolf Point STATE MT

WELL NAME AND/OR NUMBER Well NE of Poplar

DATE RECEIVED 11-10-94 DEPTH

SAMPLE SOURCE Well

LOCATION QF SEC. TWN. RANGE COUNTY

DISTRIBUTION Rod Bruner - Box 729 - Wolf Point, MT 59201

CONDUCTIVITY @ 77°F = 1845.7 µMHOS/cm pH = 7.67

RESIDUAL SODIUM CARBONATE = 2.40 MEQ/L HARDNESS = 16.9 Grains/gal

SODIUM ADSORPTION RATIO = 7.64 HARDNESS = 290 mg/L

TOTAL DISSOLVED SOLIDS (CALCULATED) = 1429 mg/L

SODIUM CHLORIDE (CALCULATED) = 364 mg/L

CATION	MEQ/L	mg/L	ANION	MEQ/L	mg/L
CALCIUM	4.8	95	CHLORIDE	6.2	221
MAGNESIUM	1.0	11	CARBONATE	0.0	0
SODIUM	13.0	299	BICARBONATE	8.2	500
IRON	0.0	0.7	SULFATE	6.2	295
POTASSIUM	0.2	7	NITRATE-N	0.0	0.1

TOTAL IRON = 1.92 mg/L

REMARKS Date Sampled 11-10-94 @ 9:00 AM (MST)

0000012

ENERGY LABORATORIES

EN[illegible] LABORATORIES, INC.
P.O. BOX 30916 - 1120 SOUTH 27TH STREET - BILLINGS, MT 59107-0916 - PHONE (406) 252-6325
FAX (406) 252-6069 - 1-800-735-4489

LABORATORY REPORT

D: Mark Adair
ADDRESS: Nichols Road
Plentywood, MT 59254

LAB NO.:95-14611
DATE: 02/09/95 da

WATER ANALYSIS

Donna Buckles
Submitted 01/25/95

EXHIBIT 28

Constituent	Drinking Water Quality Standard Max. mg/l	Found in Sample, mg/l		Date Analyzed
Potassium		5		01/26/95
Sodium		291 ✓		01/26/95
Calcium		56		01/26/95
Magnesium		37		01/26/95
Sulfate	250	243		01/26/95
Chloride	250	250 ✓		01/26/95
Carbonate		0		01/27/95
Bicarbonate		443		01/27/95
Total Dissolved Solids @ 180°C	1500	1200		01/26/95
Total Hardness as CaCO3		290		01/26/95
Total Alkalinity as CaCO3		363		01/27/95
pH	6.5 - 8.5	8.1	s.u.	01/27/95
Nitrate plus Nitrite as N	10	<0.05		01/26/95
Fluoride	4.0	0.37		01/31/95
Gross Alpha	15	<1.0	pCi/l	02/02/95

Total Metals

Arsenic	0.05	0.008		01/28/95
Barium	2.0	<0.1		01/30/95
Cadmium	0.005	<0.001		01/30/95
Chromium	0.1	<0.01		01/30/95
Iron	0.3	1.96		01/30/95
Lead	0.02	<0.01		01/30/95
Manganese	0.05	0.39		01/30/95
Mercury	0.002	<0.001		01/27/95
Selenium	0.05	<0.005		01/28/95
Silver	0.05	<0.005		01/30/95

REMARKS: Very hard water. The iron and manganese exceed maximums recommended for drinking water. This sample was not received by the laboratory properly preserved.
Well is South of SWD drainage. 9/27/95 RA Bauer

CENTER FOR FAMILY AND COMMUNITY DEVELOPMENT (CFCD)
MINI-GRANT APPLICATION

Name of Applicant(s): NORTH 40 ENTERPRISE 51% OWNER-DONNA BUCKLES-WHITMER

Address: P.O. BOX 885 POPLAR, MONTANA Zip Code 59255

Telephone: (Home) (406) 448-2552 Business ( ) (SAME)

Amount of Request: $1,000.00

Examples of ideas, plans, etc. include, but are not limited to:

Family Business Plans
School Clubs/Groups
Recycling Projects
Beautification Projects
Recreation Projects
Community Development Projects

Purpose: As clearly as possible (be brief), explain your request for monetary assistance for your idea, goal and/or business plan. (Use additional sheets if necessary) (SEE BUSINESS PLAN)

APPLICANT/REPRESENTATIVE SIGNATURE Donna Buckles-Whitmer

DATE Nov 1, 1995

Please return form to:

CENTER FOR FAMILY AND COMMUNITY DEVELOPMENT
FORT PECK COMMUNITY COLLEGE
P.O. BOX 398
POPLAR, MT 59255

EXHIBIT 29 1 of 13

000725

[redacted]

THE NORTH 40 ENTERPRISE

BUSINESS PLAN

MARCH, 1995

Prepared by: Donna Buckles-Whitmer, 52% Owner
P.O. Box 885
Poplar, Montana
59255

Home Phone: [redacted]
Work Phone: (406) 768-5138
800-789-2926

000726

I.

BUSINESS NAME: NORTH 40 ENTERPRISE

NAME (OWNERS): DONNA BUCKLES-WHITMER - 52% OWNER

TRIBAL ENROLLMENT NUMBER: [redacted]

SOCIAL SECURITY NUMBER:

ADDRESS:

NAME (OWNERS): WARREN WHITMER

SOCIAL SECURITY NUMBER: [redacted]

ADDRESS:

NAME (OWNERS): DARIN JAMIESON

SOCIAL SECURITY NUMBER: [redacted]

ADDRESS:

TELEPHONE:

II.

STATEMENT OF PURPOSE:

With the educational background and knowledge of the partners, The North 40 Enterprise will successfully incorporate the necessary ingredients into the business venture to enhance the professionalism of the building industry with the 12 years of experience of Jamieson and the beautification of the Fort Peck Reservation by the expertise of the 34 years in the tree, land-scape industry by Whitmer and the 28 years in the business management world of Buckles-Whitmer. The total makeup of the partners in The North 40 Enterprise are experienced, professional and fully capable of providing the necessary quality work and products needed on the Fort Peck Reservation.

II.

TABLE OF CONTENTS

PART ONE - THE BUSINESS PLAN

I. DESCRIPTION OF THE BUSINESS

A. PURPOSES AND OBJECTIVES:

1. WHAT IS THE BUSINESS?

The North 40 Enterprise will incorporate a number of viable ventures into the partnership which will include the following new businesses:

a. BUILDING CONTRUCTION (NEW AND RENOVATIONS)
   1. Service Business, focusing on:
      - The Fort Peck Housing Authority
      - Federal/State Offices
      - local residents
      - local businesses

b. LANDSCAPING, TREE TRIMMING AND REMOVAL
   1. Service and Retail Business, focusing on:
      - Federal/Tribal Lands such as the Indian Health Services, the Tribal Complex, the Fort Peck Community College, the Bureau of Indian Affairs, the four (4) school districts, and the Fort Peck Housing Authority
      - Community Lands such as the Bank building, city offices, Chamber of Commerces, local businesses, and residential homes

c. GREEN HOUSE for retail
   - bedding plants, shrubs and small trees
   - vegetables

2. BUSINESS JUSTIFICATION:

As of this date, there are approximately 15 construction businesses (information from the TERO Office), the following are listed in the Yellow Pages:

- -Frazer - Todd Construction
- -Wolf Point - Sansaver Construction
- -Wolf Point - Sievers, Daryl Construction

- There are no businesses on the Reservation for land scaping and tree trimming
  - -Wolf Point - Neubauers Tree Service has trees for sale, tree moving and stump removal only
- The only Greenhouse business that exists on the Reservation is:
  - -Wolf Point - Friesen's Greenhouse

a. The North 40 Enterprise realizes that there will be 1-3 million dollars in contruction of new homes in the next two years with renovations scheduled for 800-900 homes on the Fort Peck Reservation. Tree work on the Reservation has been left in the hands of novice butchers that have in the past destroyed the few trees in the town of Poplar. To equalize the balance of nature, we must replant the trees for the beautification of our enviornment and assist in the photosynthesis process that is vital to our survival.

Due to the isolated area of the reservation in the far corner of the State of Montana, the people that do care about the land, their yards and the beautification of their small properties have to travel long distances for the bedding plants, shrubs and small tree retail businesses. Our business would eliminate this unnecessary travel for all people residing on and near the Reservation.

000731

b. SPECIAL COMPETENCIES are listed in the Statement of Purpose and the credentials of the partners.

c. OPENING DATE is scheduled for March, 1995.

d. EXPANSION PLANS INCLUDE:

1. to purchase excavation equipment to enlarge the construction entity.

2. to hire enrolled tribal members

3. to research the possibility of writing grants to hire the youth for maintenance of yard work for summer employment

4. to build a partnership with the Tribal Government to enable The North 40 Enterprise to possibly write grants for the beautification of the Reservation

5. to submit bids for the construction, landscaping and maintenance of the new Tribal Complex, should it become a reality

6. long range plans would include a mini-storage unit on The North 40 land just north of Poplar

e. Justification to family, investors and customers are stated above.

3. PERMITS AND LICENSES REQUIRED MAY INCLUDE:

a. TRIBAL - TERO license

b. STATE - Workmans Compensation

B. COMPETITION

1. LOCAL COMPETITORS PER YELLOW PAGES:

NAMES	LOCATIONS
(BUILDING/CONSTRUCTION)	
SIEVERS, DARYL CONST.	WOLF POINT
TODD CONSTRUCTION	FRAZER
SANSAVER CONST.	WOLF POINT
(TREE TRIMMING/LANDSCAPING)	
NEUBAUERS TREE MOVING	WOLF POINT
(GREENHOUSES)	
FRIESEN'S GREENHOUSE	WOLF POINT

2. COMPETITION WILL BE OVERCOME BY:

Only minimal competition will be a factor in the new and renovation construction business. Bids will need to be submitted for each job. Knowledge will be gained as bids are submitted for the different entities such as the Fort Peck Housing Authority. This maturity, the quality of the workmanship and the ability of the workers will be recognized which will be the key factor.

3. FUTURE COMPETITORS WILL BE MET BY:

Once the reputation has been established for the quality work and quality products of The North 40 Enterprise, future competitors will not need to be a consideration.

E. MARKET PLAN

1. PROFILES:

The Fort Peck REservation consists of 2,093,318 acres of land. Within its boundaries lie the towns of Frazer, Wolf Point, Poplar, Brockton, Oswego and Fort Kipp. The Assiniboine and Sioux Tribes of the Fort Peck Reservation have long realized that in order for their traditions and modern way of life to survive and flourish, they must become self-sufficient through successful and mutually beneficial economic development transactions with both the Governmental and private business sectors. The Tribal Executive Board has and will continue to encourage entrepreneurs of their enrolled membership. As an enrolled member, also an employee of the Tribes, I understand the importance of the quality craftsmanship, labor and products (service to the general public). The goal of The North 40 Enterprise is to successfully compete in today's extremely competitive economic environment, we must be dedicated to providing true quality in workmanship and have products available and at competitive prices to have timely productivity in a cost-effective manner for all people living within the confines of and near the Reservation.

2. DETAILS OF MARKET STRATEGIES ARE:

The identified market would include the Fort Peck Reservation and nearby communities which would include Nashua, Glasgow, Scobey, Culbertson, Plentywood, Lustre, Froid and communities and families across the Missouri River.

3. DETAILS OF MARKET PENETRATION/STRATEGIES ARE:

Other marketing strategies would include utilizing the media that is available locally as far as the newspapers, radio and television stations, and the Yellow Pages to advertise the partners' experience, thie capability and professionalism.

II. OPERATION AND LOCATION

A. OPERATIONS

1. THOSE RESPONSIBLE FOR START UP ARE:

   a. 52% OWNER: DONNA L. BUCKLES-WHITMER

   b. CO-OWNER: WARREN WHITMER

   c. CO-OWNER: DARIN JAMIESON

2. SUPPLIERS AND SOURCES ARE: (from previous business)

   a. Gardener Distributing - Billings
   b. Billings Nursery - Billings
   c. Sylvan Nursery - Billings
   d. Tvetene Sod Farm - Billings
   e. Sunrise - Poplar

B. LOCATION

1. LOCATION:

a. Office, Greenhouse and Shop will be located 2 1/2 miles North on the Old Drive-in Road.

2. ADVANTAGES OF THE LOCATION:

✓a. Enterprise owns 40 acres of land

✓b. Excellent water with 20 gallons per minute.

✓c. Space to expand (work shop, green house, garden, tree farm, and future plans for the mini-storage).

d. Short distance from U.S. #2.

DISADVANTAGES:

a. None could be noted at this time.

3. TRAFFIC STUDIES INDICATE:

a. People residing in Northeastern Montana travel long distances for shopping of quality merchandise and professional friendly service.

C. OWNERSHIP AND MANAGEMENT

1. RESUMES (attached)

2. ORGANIZATION CHARTS (see below)

d. POSITION DESCRIPTIONS:

-51% Owner, Donna Buckles-Whitmer

. Business Manager-Accountant

. Public Relations Officer

. Manager of future mini-storage

-Co-Owner, Warren Whitmer

. Manager of tree trimming, landscaping and maintenance program

. Manager of the Greenhouse

-Co-Owner, Darin Jamieson

. Manager of the new/renovation construction

000737

IN REPLY REFER TO:
INDIAN PROBATE NO.:
IP BI 147 B 83

United States Department of the Interior

OFFICE OF HEARINGS AND APPEALS

Rm. 3329, 316 North 26th St.
Billings, Montana 59101

IN THE MATTER OF THE ESTATE OF:

AUSTIN REGINALD SCOTT BUCKLES, SR.

DECEASED ALLOTTEE NO. 2293 OF THE FORT PECK INDIAN RESERVATION IN MONTANA

ORDER APPROVING WILL
AND
DECREE OF DISTRIBUTION

In the matter of the Last Will and Testament of Austin Reginald Scott Buckles, Sr., dated January 22, 1970, coming on for hearing at Poplar, Montana, on May 11, 1983, the following findings of fact and conclusions of law are made:

Austin Reginal Scott Buckles, Sr. died on January 23, 1982, at the age of 66 years. Had there been no Will, his heirs at law determined in accordance with the laws of the State of Montana, Montana Codes Annotated (1979), and the shares taken by each would be:

Audrey Edeline Buckles, non-Indian, wife, all
(Born: 9-18-20)

However, Austin Reginald Scott Buckles, Sr. died testate and the evidence established that the last Will and Testament was properly made and executed and that the testator had testamentary capacity. Accordingly, the Will should be approved

The devise in Paragraph Fourth of the Will to Audrey A. Buckles Kirn devises land in Allotment No. 128, "...including house and improvements thereon,...". Testimony at the hearing and Agency records indicate that the house the decedent intended to devise is actually located on a twenty-acre tract in Allotment No. 129. Also all other devises in the Will are 40-acre tracts. The Will is so construed to give Audrey A. Buckles Kirn the twenty-acre tract on which the house is located and a twenty-acre tract in Allotment No. 128.

NOW, THEREFORE, by virtue of the power and authority vested in the Secretary of the Interior by Section 2 of the act of June 25, 1910 (36 Stat. 855), as amended, 25 USC, Sec. 373, and other applicable statutes, and pursuant to 43 CFR Part 4, I hereby order, adjudge, and declare that:

The Last Will and Testament of Austin Reginald Buckles, Sr., dated January 22, 1970, be and the same is hereby approved.

000142

EXHIBIT 30 1 of 3

The Superintendent, Fort Peck Indian Agency, shall cause to be made a distribution of the trust estate in accordance with said Last Will and Testament, each devisee to receive any cash accruing from their devised property as follows:

TO: AUSTIN RONALD BUCKLES, JR., FORT PECK UNALLOTTED 4483:

Full interest in that portion of decedent's own allotment No. 2293, described as follows:

T 28 N., R. 51 E.,
Sec. 4 - SE¼NE¼

- containing 40 acres; and

TO: DIXIE C. BUCKLES KAINZ, FORT PECK UNALLOTTED 4747:

Full interest in SURFACE ONLY in Fort Peck Allotment No. 2306, David Roy Archambeau, described as:

T. 28 N., R. 51 E.,
Sec. 4 - NE¼SW¼

- containing 40 acres; and

TO: AUDREY A. BUCKLES KIRN, FORT PECK UNALLOTTED 4837:

Full interest in that portion of Fort Peck Allotment No. 128, Frederick Buckles #1, described as:

T. 28 N., R. 51 E.,
Sec. 8 - S½NE¼SE¼

Full interest in that portion of Fort Peck Allotment No. 129, Maude F. Buckles, described as:

T. 28 N., R. 51 E.,
Sec. 8 - S½SE¼NE¼

- Containing 40 acres; and house and improvements thereon; and

TO: DONNA LEE BUCKLES METIER, FORT PECK UNALLOTTED 5063:

Full interest in SURFACE ONLY in Fort Peck Allotment No. 132, Pearl Buckles, described as:

T. 28 N., R. 51 E.,
Sec. 29 - SE¼NE¼

- Containing 40 acres; and

000144

TO: ROBERT FREDERICK BUCKLES, FORT PECK UNALLOTTED 5975:

Full interest in Fort Peck Allotment No. 2738, Reno Red Boy, described as:

T. 27 N., R. 51 E.,
Sec. 13 - NW¼SE¼

- containing 40 acres; and

TO: AUSTIN RONALD BUCKLES, JR., FORT PECK UNALLOTTED 4483:
ROBERT FREDERICK BUCKLES, FORT PECK UNALLOTTED 5975:

Each an undivided 1/2 interest in all the rest and residue, including that listed on the inventory and appraisement of trust real property dated March 22, 1983, attached hereto and by this reference made a part hereof.

Although paragraph Third of the Will devises, "...including mineral interest therein." of Allotment 2306, Roy Archambeau, no distrubtion of such interest is made for the reason that the decedent did not own the mineral interests.

There were no claims filed against this estate.

Done at Billings, Montana, July 15, 1983.

Daniel S. Boos
Administrative Law Judge

000145

service in ACTION

Crop tolerance to soil salinity

P.N. Soltanpour and R.H. Follett[1]

no. 0.505

Quick Facts

- Proper plant selection is one way to moderate yield reductions caused by excessive soil salinity.
- The stage of plant growth has a direct bearing on salt tolerance.
- Generally, the more mature the plant the more tolerant it is to salt.
- Most fruit trees are more sensitive to salt than are vegetable, field and forage crops.
- Generally, vegetable crops are more sensitive to salt than are field and forage crops.

Discussion

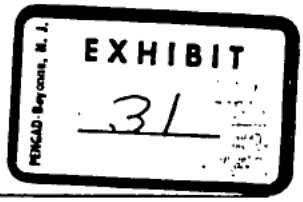
Excessive soil salinity (salt) causes reduced yields of many agronomic crop plants. Yield reductions may range from a slight loss to complete crop failure, depending on the particular crop and the severity of the salinity problem. A number of treatments and management practices can be used to reduce the salt level in the soil. However, there are some situations where it is either not possible or not practical in terms of economic considerations to attain desirably low soil salinity levels. In the latter case, choice of a suitable salttolerant crop represents a way to minimize crop loss caused by salinity.

Tables 1 through 4 show the relative salt tolerance of field, forage, vegetable and fruit crops, respectively. The data were excerpted from R. S. Ayers and D.W. Westcot, 1976, *Water Quality for Agriculture, Irrigation and Drainage Paper 29*, FAO, Rome. Crop salt tolerance data in the table were developed, almost entirely, by the U.S. Salinity Laboratory, Riverside, Calif.

The tables indicate the approximate soil salt concentration, expressed as electrical conductivity of saturated paste extract (ECe) in mmhos/cm at 25 degrees C, at which 0, 10, 25 and 50 percent yield decreases may be expected. The 0 yield decrement values represent expected threshold values at which salinity begins to affect crop yields. The data are based upon yield averages of representative crop varieties over a period of time. Actual yield reductions may vary depending upon the specific crop variety planted and climatic conditions during the growing season.

Fruit crops may show greater yield variation due to salinity because a large number of rootstocks and varieties are available. Also, stage of plant growth has a bearing on salt tolerance. Seedlings usually are most sensitive to salt during the emergence and early seedling stages. Plant salt tolerance usually increases as the crop develops through the growing season. This is fortunate since many of Colorado's irrigation waters increase in

This information provided by:



1. P.N. Soltanpour, Colorado State University professor, agronomy; R. H. Follett, Cooperative Extension agronomist and professor, agronomy. For more information, contact your county Cooperative Extension office.

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Colorado State University Cooperative Extension

salt concentration during the latter part of the irrigation season.

The salt tolerance values apply only from the late seedling stage through maturity, during the period of most rapid plant growth. Crops in each class are ranked in order of decreasing salt tolerance insofar as possible.

Table 1. Salt tolerance of field crops.

Field crops	Relative yield decrease--%			
	0	10	25	50
	(mmhos/Cm)			
Barley	8	10	13	18
Cotton	7.7	9.6	13	17
Sugarbeet	7.0	8.7	11	15
Wheat	6.0	7.4	9.5	13
Safflower	5.3	6.2	7.6	9.9
Sorghum	4.0	5.1	7.2	11
Soybean	5.0	5.5	6.2	7.5
Rice (Paddy)	3.0	3.8	5.1	7.2
Broadbean	1.6	2.6	4.2	6.8
Corn	1.7	2.5	3.8	5.9
Flax	1.7	2.5	3.8	5.9
Peanut	3.2	3.5	4.1	4.9
Cowpea	1.3	2.0	3.1	4.9
Fieldbean	1.0	1.5	2.3	3.6

Table 2. Salt tolerance of forage crops.

	Forage crops			
	Relative yield decrease – %			
	0	10	25	50
	mmhos/Cm			
Tall wheatgrass	7.5	9.9	13.3	19.4
Wheatgrass	7.5	9.0	11	15
Crested wheatgrass	3.5	6.0	9.8	16
Barley hay	6.0	7.4	9.5	13
Perennial ryegrass	5.6	6.9	8.9	12.2
Tall fescue	3.9	5.8	8.6	13.3
Beardless wildrye	2.7	4.4	6.9	11.0
Sweet clover	1.5	3.2	5.9	10.3
Orchardgrass	1.5	3.1	5.5	9.6
Vetch	3.0	3.9	5.3	7.6
Alfalfa	2.0	3.4	5.4	8.8
Corn fodder	1.8	3.2	5.2	8.6
Lovegrass	2.0	3.2	5.0	8.0
Meadow foxtail	1.5	2.5	4.1	6.7
Clover--alsike, red, ladino, strawberry	1.5	2.3	3.6	5.7

Table 3. Salt tolerance of vegetable crops.

	Relative yield decrease--%			
	0	10	25	50
	mmhos/Cm			
Beets	4.0	5.1	6.8	9.6
Broccoli	2.8	3.9	5.5	8.2
Tomato	2.5	3.5	5.0	7.6
Cucumber	2.5	3.3	4.4	6.3
Cantaloupe	2.2	3.6	5.7	9.1
Spinach	2.0	3.3	5.3	8.6
Cabbage	1.8	2.8	4.4	7.0
Potato	1.7	2.5	3.8	5.9
Sweet Corn	1.7	2.5	3.8	5.9
Pepper	1.5	2.2	3.3	5.1
Lettuce	1.3	2.1	3.2	5.2
Radish	1.2	2.0	3.1	5.0
Onion	1.2	1.8	2.8	4.3
Carrot	1.0	1.7	2.8	4.6
Beans	1.0	1.5	2.3	3.6

Table 4. Salt tolerance of fruit crops.

	Relative yield decrease--%			
	0	10	25	50
	mmhos/Cm			
Date palm	4.0	6.8	10.9	17.9
Fig, Olive	2.7	3.8	5.5	8.4
Grape	1.5	2.5	4.1	6.7
Grapefruit	1.8	2.4	3.4	4.9
Orange	1.7	2.3	3.2	4.8
Lemon, Apple	1.7	2.3	3.3	4.8
Pear, Walnut	1.7	2.3	3.3	4.8
Plum	1.5	2.1	2.9	4.3
Peach	1.7	2.2	2.9	4.1
Almond	1.5	2.0	2.8	4.1
Apricot	1.6	2.0	2.6	3.7
Blackberry	1.5	2.0	2.6	3.8
Boysenberry	1.5	2.0	2.6	3.8
Raspberry	1.0	1.4	2.1	3.2
Strawberry	1.0	1.3	1.8	2.5

Bob Gough, 01:47 PM 4/15/199, No Subject

Return-Path: <rgough@gemini.oscs.montana.edu>
Date: Wed, 15 Apr 1998 13:47:03 -0600
X-Sender: rgough@gemini.oscs.montana.edu
To: <acxch@montana.edu>
From: Bob Gough <rgough@gemini.oscs.montana.edu>
Subject:

Chet: Here goes. Information is not complete, and much has been done on California plants, which does us no good. Here's all the data I've got.

✓Low tolerance: Rose, Kentucky bluegrass, bentgrasses, red fescue, meadow fescue, beans, carrots, onions, radish, lettuce, peppers, strawberry, raspberries, blackberries, plums, clover, meadow foxtail, big trefoil

✓Moderate tolerance: Viburnum, Lantana,boxood, arborvitae, silverberry, spreading juniper, other junipers, Alta fescue, perennial ryegrass, sweet corn, potatoes, cabbage, spinach, cucumbers, apples, pears, walnuts, birdsfoot trefoil narrow leaf, alfalfa, orchardgrass

✓High tolerance: Buffaloberry, alkaligrass, euonymous, beets, broccoli, tomatoes, muskmelon, grapes, tall wheatgrass, crested wheat grass, sudan grass, fairway wheatgrass

Categorization of plants into low, medium, and high is really a judgement call, so some of the lows here may appear as mediums in some tables. Also, there are differences among cultivars, so it's a pretty inexact science.

Many drought resistant plants are also salt tolerant, since the physiological mechanisms behind both drought and salt tolerance are similar. There is a list of drought tolerant plants for MT on pg 52 of EB 123, so I didn't reproduce that here. Also, I think the montguide on unusual ornamentals for northern Montana has a list of salt tolerant plants. Good luck. Let me know if you need more information.
****
Bob Gough
Plant, Soil & Environmental Sciences Dept.

*Chet Hill is the county agent for Roosevelt County & is located in Culbertson.

Relative Salt Tolerance of Common Garden Vegetables*

High Salt Tolerance	Medium Salt Tolerance	Low Salt Tolerance
Beet	Tomato	Radish
Kale	Broccoli	Celery
Asparagus	Cabbage	Bean
Spinach	Pepper	
	Cauliflower	
	Lettuce	
	Corn	
	Potato	
	Carrot	
	Onion	
	Pea	
	Squash	
	Cucumber	

* Relative salt tolerance decreases down each column, e.g., tomato is more salt tolerant than cucumber.

EVANS5:SALT-TOL.VEG

WOODY ORNAMENTAL PLANTS TOLERANT OF SALTY SOILS

Both woody and herbaceous ornamentals differ in their tolerance to alkaline soil. Certain of these are tolerant of dry, alkaline conditions, while others will grow in alkaline, wet conditions. The following is a tabulation of trees, shrubs, vines, and herbaceous plants with tolerance to salty soil conditions. Where arranged in vertically aligned blocks, each successive block has less salt tolerance than the previous one. Plants in the same vertical line are considered to be equal in their salt tolerance.

DECIDUOUS TREES

Norway Maple	*Acer platanoides*
Horse Chestnut	*Aesculus hippocastanum*
Honeylocust	*Gleditsia triacanthos*
White Poplar	*Populus alba*
Cottonwood	*Populus deltoides*
Black Locust	*Robinia pseudoacacia*
✓ Green Ash (the 5 trees in our yard)	*Fraxinus pennsylvanica lanceolata*
Russian Olive	*Elaeagnus angustifolia*
Lombardy poplar	*Populus nigra italica*
Mountain Ash	*Sorbus aucuparia*
Ussurian Pear	*Pyrus ussuriensis*

DECIDUOUS

Salt-Tree	*Halimodendron halodendron*
✓ Caragana (peashrub) planted in yard	*Caragana arborescens*
Sea-buckthorn	*Hippophae rhamnoides*
Staghorn Sumac	*Rhus taphrina*
Salt Cedar	*Tamarix pentandra*
Buckthorn	*Rhamnus sp.*
Burningbush	*Euonymus alatus*
Honeysuckle	*Lonicera sp.*
Japanese Tree Lilac	*Syringa reticulata*
Common Lilac	*Syringa vulgaris*
Buffaloberry	*Shepherdia argentea*

CONIFERS

Colorado Spruce	*Picea pungens*
Jack Pine	*Pinus banksiana*
Mugo Pine	*Pinus mugo*
Austrian Pine	*Pinus nigra*

Rocky Mountain Juniper	*Juniperus scopulorum*
Scots Pine	*Pinus sylvestris*
Junipers	*Juniperus sp.*

WOODY GROUND COVERS AND VINES

Matrimony Vine	*Lycium halimifolium*
Creeping Juniper	*Juniperus horizontalis*
Virginia Creeper	*Parthenocissus quinquefolia*
Saltbush	*Atriplex sp.*
Bittersweet	*Celastrus sp.*
Halls Honeysuckle	*Lonicera japonica* 'Halliana'

HERBACEOUS ORNAMENTALS

(Not in order of resistance to salinity)

Black Broom	*Cytissus nigricans*
Soapweed	*Yucca glauca*
Yarrow	*Achillea sp.*
*Windflower	*Anemone sp.*
Rock Cress	*Arabis sp.*
Michaelmas Daisy	*Aster sp.*
*Canterberry Bells	*Campanula medium*
Cornflower, Bachelor Button	*Centaurea montana*
Snow-in-summer	*Cerastium tomentosum*
*Chrysanthemum	*Chrysanthemum morifolium*
*Clematis	*Clematis sp.*
*Delphinium	*Delphinium sp.*
Pinks	*Dianthus sp.*
Gas Plant, Flame Flower	*Dictamnus albus*
Sea Holly	*Eryngium amethystinum*
Baby's Breath	*Gypsophila paniculata*
Heliopsis, Ox-Eye	*Heliopsis sp.*
*Christmas Rose	*Helleborus niger*
*Coral Bells	*Heuchera sp.*
Candytuft	*Iberis sempervirens*
Lavender	*Lavandula officinalis*
Baby Snapdragon	*Linaria sp.*
Flax	*Linum sp.*
Maltese Cross	*Lychnis chalcedonica*
Evening Primrose	*Oenothera sp.*
*Pincushion Flower	*Scabiosa caucasica*
*Sweet Pea	*Lathrus odorata*
*Wallflower	*Erysimum sp.*

* Herbaceous perennials preceeded by an asterisk are favored by moist conditions; all others, moderately dry to dry soil conditions.

PART 4.7 IRRIGATION WATER QUALITY

4.7.1 IRRIGATION WATER CHARACTERISTICS

Irrigation water always contains measurable quantities of dissolved substances which as a general collective term are called salts. These include relatively small but important amounts of dissolved solids originating from dissolution or weathering of rocks and from the dissolving of lime, gypsum and other soluble salts as water passes through the soil. The suitability of water for irrigation is determined by the amount and kind of salts present in the irrigation water. With poor water quality various soil and cropping problems can be expected to develop. Special management practices may then be required to maintain crop productivity.

The amount of salt contained in the water also varies with the time of year. In the spring at the time of high run-off, most streams reach a low in concentration of dissolved solids. At this time of year the proportion of water entering from saline seeps and/or irrigation return flows are at a minimum compared with other times during the year. Later in the year when the stream reaches low flow the irrigation water quality is usually poorest. Keep in mind that a given irrigation water from a surface source may not be of the same quality during the whole period of an irrigation season.

The problems that result from using poor quality water will vary both as to kind and degree. The most common problems are salinity, permeability and specific ion toxicity. Several other effects will also be discussed.

Salinity: A salinity problem occurs if the total quantity of salts in the irrigation water is high enough that salts accumulate in the root zone to the extent that yields are affected. If this happens the plants have difficulty in extracting enough water from the soil solution to meet their consumptive use. Reduced water uptake (availability) can result in decreased growth rates and an inability to achieve desired crop yields and quality. Studies indicate that plants are less tolerant to salinity in the upper parts of the root zone than in the lower part. Thus, managing this critical upper root zone may be as important as providing adequate leaching to prevent excessive salt accumulation in the total root zone.

Salinity or the total concentration of soluble salts in irrigation water can be adequately expressed in terms of electrical conductivity (EC). Electircal conductivity is useful because it can be inexpensive and precisely determined. The EC of water is usually expressed in terms of micromhos/cm while soil salinity (conductivity of the saturation extract) is usually expressed in millimhos/cm. 1000 micromhos/cm (umhos/cm) equals 1 millimhos/cm (mmhos/cm). This guide will use EC in mmhos/cm as SCS employees are more familiar with these units. Specific Conductivity (S.C.) is EC corrected to 25 degrees C.

Permeability: A permeability problem related to water quality occurs when the rate of water infiltration into and through the soil is reduced because of specific salts or lack of salts in the irrigation water reducing yields. The poor soil permeability makes it more difficult to supply the crop with water and may greatly add to cropping difficulties through crusting of seed beds, waterlogging of surface soil and accompanying disease, salinity, weed, oxygen and nutritional problems.

The adverse influence of excessive sodium on soil permeability has been recognized for many years. When the relative concentration of sodium in the soil water is greater than that of calcium and magnesium the soil particles disperse reducing permeability. In soil water containing high concentrations of bicarbonate and/or carbonate ions, the calcium and magnesium tend to precipitate as carbonates. The relative concentrations of calcium and magnesium are reduced effectively increasing that of sodium. The soil then disperses, thus reducing permeability. Irrigation water with a low salt content has a tremendous capacity to dissolve and remove calcium, magneseium and other soluble salts from the soil structure. This may result in higher sodium content in the soil which again reduces permeability.

To evaluate the effect of irrigation water on soil permeability it is then necessary to determine (a) the sodium content relative to the calcium and magnesium content, (b) bicarbonate and carbonate content and (c) the total salt content of the water. The interaction of these three factors determines a water's long-term influence on soil permeability.

In the next section on interpretations factor (a) sodium content vs. calcium and magnesium content is dealt with alone by use of the Sodium Adsorption Ratio (SAR), the interaction of factors (a) and (b) carbonates, is interpreted by use of the "adjusted" SAR or "adj SAR", while factor (c) total salt content is expressed by EC.

Specific Ion Toxicity: A toxicity problem occurs when certain constituents in the water are taken up by the crop and accumulate in amounts that result in a reduced yield. This is usually related to one or more specific ions in the water, namely boron, chloride and sodium. As little as one part of boron per million parts of water will cause yield reductions in some crops. High levels of chloride and sodium in irrigation water may concentrate in plant leaves causing excessive leaf burn. High concentrations of trace elements such as heavy metals can adversely affect plants.

Miscellaneous Effects: Excessive nitrogen in irrigation water or the soil can cause excessive vegetative growth and delayed crop maturity. White deposits on fruit or leaves may be due to sprinkler irrigation of high bicarbonate water. Low or high water pH can indicate potential problems of nutrition or toxicity. Water pH can also be used to predict potential drip irrigation problems such as precipitates.

Table 4.4
GUIDELINES FOR INTERPRETATION OF WATER QUALITY IN IRRIGATION

IRRIGATION LIMITATION DUE TO	DEGREE OF PROBLEM		
	No Problem	Increasing Problem	Severe Problem
SALINITY (affects crop water availability)			
ECw (mmhos/cm)	<0.75	0.75-3.0	>3.0
PERMEABILITY (affects infiltration rate into soil)			
ECw (mmhos/cm)	>0.5	.2-.5	< .2
SAR adj. 1/	<8	8 -16 2/	>16
SPECIFIC ION TOXICITY (affects sensitive crops)			
Sodium 3/4/ (meq/l)	<3	3 - 9	> 9
Chloride 3/4/ (meq/l)	<4	4 -10	>10
Boron (mg/l or ppm) 5/	<0.75	0.75-2.0	> 2.0
Other trace elements 6/			
MISCELLANEOUS EFFECTS (affects susceptible crops or irrigation method)			
NO_3-N (or) NH_4-N (mg/l)	<5	5-30	>30
HCO_3 (meq/l) (overhead sprinkling)	<1.5	1.5-8.5	> 8.5
pH	NORMAL RANGE 6.5<pH>8.4		
For Drip/Trickle Irrigation			
HCO_3 (meq/l)	>2 with pH >7.5		
Fe (Iron in mg/l)	>0.3 with pH 4.0-8.5		
Precipitates	5.5 <pH >7.0		

1/Adj. SAR means adjusted sodium adsorption ratio and can be calculated using the procedure given in Table 4.5. If Montmorillonite is the dominant clay type, reduce values by 50%.

2/Use the lower range if ECw<.4 mmhos/cm; Use the intermediate range if ECw = 0.4-1.6 mmhos/cm; Use upper limit if ECw>1.6 mmhos/cm.

3/Most tree crops and woody ornamentals are sensitive to sodium and chloride (use values shown). Most annual crops are not sensitive.

4/With sprinkler irrigation on sensitive crops, sodium or chloride in excess of 3 meq/l under certain conditions has resulted in excessive leaf tip burning and crop damage.

5/See Table 4.6.

6/See Table 4.7.

Table 4.5
CALCULATION OF ADJUSTED SAR USED IN TABLE 4.4

The adjusted Sodium Adsorption Ratio (adj. SAR) is calculated from the following equation : 1/

$$\text{adj. SAR} = [Na/((Ca + Mg)/2)^{1/2}] [1 + (8.4 - pHc)]$$

where Na, Ca and Mg are in meq/l (2/) from the water analysis. pHc is determined with values from the table below when substituted in the equation:

$$pHc = A + B + C \quad 1/$$

Values for calculating pHc----------

A = Value in column A corresponding to sum of Ca+Mg+Na in Meq/l
B = Value in column B corresponding to sum of Ca+Mg in Meq/l
C = Value in column C corresponding to sum of CO_3+HCO_3 in Meq/l

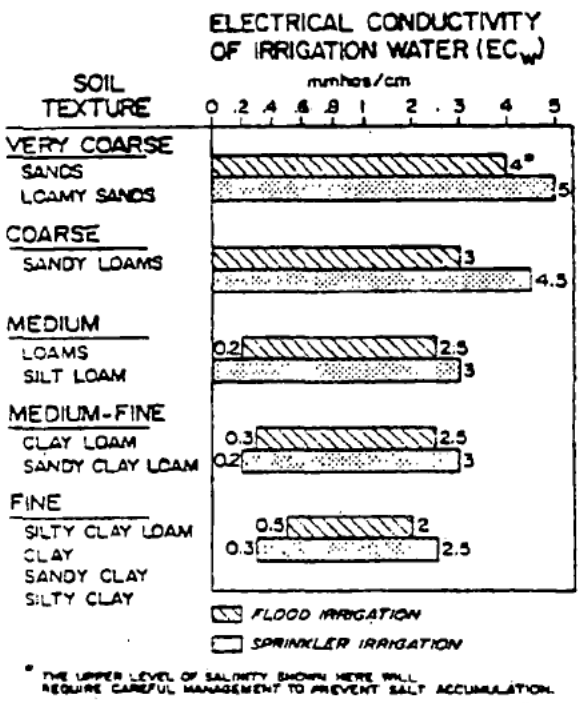
Sum of Concentration (meq/l)	A	B	C
.05	2.0	4.6	4.3
.10	2.0	4.3	4.0
.15	2.0	4.1	3.8
.20	2.0	4.0	3.7
.25	2.0	3.9	3.6
.30	2.0	3.8	3.5
.40	2.0	3.7	3.4
.50	2.1	3.6	3.3
.75	2.1	3.4	3.1
1.00	2.1	3.3	3.0
1.25	2.1	3.2	2.9
1.5	2.1	3.1	2.8
2.0	2.2	3.0	2.7
2.5	2.2	2.9	2.6
3.0	2.2	2.8	2.5
4.0	2.2	2.7	2.4
5.0	2.2	2.6	2.3
6.0	2.2	2.5	2.2
8.0	2.3	2.4	2.1
10.0	2.3	2.3	2.0
12.5	2.3	2.2	1.9
15.0	2.3	2.1	1.8
20.0	2.4	2.0	1.7
30.0	2.4	1.8	1.5
50.0	2.5	1.6	1.3
80.0	2.5	1.4	1.1

1/ pHc is a theoretical, calculated pH of the irrigation water in contact with lime and in equilibrium with soil water.

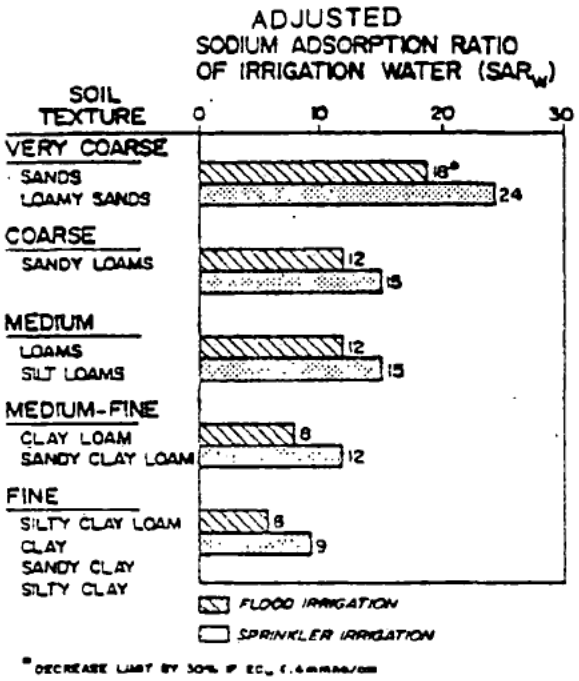
2/ Unit Conversions:

Symbol	Chemical name	Conversion mg/l to meq/l
Ca	Calcium	meq/l = (Ca mg/l)/20
Mg	Magnesium	meq/l = (Mg mg/l)/12
Na	Sodium	meq/l = (Na mg/l)/23
HCO_3	Bicarbonate	meq/l = (HCO_3 mg/l)/61
CO_3	Carbonate	meq/l = (CO_3 mg/l)/30

Figure 4.3 1/
SUGGESTED RANGE IN IRRIGATION WATER EC AND SAR FOR SOIL TEXTURES



Suggested Range in Irrigation Water EC for Soils of Varying Texture



Suggested Range in Irrigation Water SAR for Soils of Varying Texture

1/ From the MONTGUIDE on Irrigation Water Quality in Montana by Dr. William Schafer of MSU.

Boron Hazard

Table 4.6
RELATIVE TOLERANCE OF CROPS AND ORNAMENTALS TO BORON 1/

Tolerance decreases in descending order in each column
(Wilcox, 1960)

Tolerant	Semi-tolerant	Sensitive
(4.0 mg/l of boron)	(2.0 mg/l of boron)	(1.0 mg/l of boron)
Asparagus	Sunflower, native	Walnut, black Persian or English
Sugar beet	Potato	Jerusalem artichoke
Garden beet	Tomato	Navy bean
Alfalfa	Sweetpea	American elm
Gladiolus	Radish	Plum
Broadbean	Field pea	Pear
Onion	Raggen-robin rose	Apple
Turnip	Barley	Cherry
Cabbage	Wheat	Apricot
Lettuce	Corn	Thornless blackberry
Carrot	Milo	
	Oat	
	Zinnia	
	Pumpkin	
	Bell pepper	
	Lima bean	
2.0 mg/l of boron	1.0 mg/l of boron	0.3 mg/l of boron

1/ Relative tolerance is based on boron in irrigation water at which boron toxicity symptoms were observed when plants were grown in sand culture. It does not necessarily indicate a reduction in yield.

Trace Element Hazard: Trace element concentrations greater than those shown in Table 4.7 can hinder plant growth.

Table 4.7
RECOMMENDED MAXIMUM CONCENTRATION OF TRACE ELEMENTS IN IRRIGATION WATERS

Element (symbol)	For waters used continuously on all soils (mg/l)	For use up to 20 years on fine-textured soils of pH 6.0 to 8.5 (mg/l)
Aluminum (Al)	5.0	20.0
Arsenic (As)	0.1	2.0
Beryllium (Be)	0.1	0.5
Boron (B)	1/	2.0
Cadmium (Cd)	0.01	0.05
Chromium (Cr)	0.1	1.0
Cobalt (Co)	0.05	5.0
Copper (Cu)	0.2	5.0
Fluoride (F)	1.0	15.0
Iron (Fe)	5.0	20.0
Lead (Pb)	5.0	10.0
Lithium (Li)	2.5	2.5
Manganese (Mn)	0.2	10.0
Molybdenum (Mo)	0.01	0.05 2/
Nickel (Ni)	0.2	2.0
Selenium (Se)	0.02	0.02
Vanadium (V)	0.1	1.0
Zinc (Zn)	2.0	10.0

These levels will normally not adversely affect plants or soils. No data available for Mercury (Hg), Silver (Ag), Tin (Sn), Titanium (Ti), Tungsten (W).

1/ See Table 4.6

2/ For only acid fine-textured soils or acid soils with relatively high iron oxide contents.

Source: Environmental Studies Board. Nat. Acad. of Sci., Nat. Acad. of Eng. Water Quality Criteria 1972.

USDA

United States
Department of
Agriculture

Natural
Resources
Conservation
Service

Poplar Field Office
Tribal Minerals Build.
605 Indian Avenue
Box 1027
Poplar, MT
59255-1027

March 25, 1998

Warren Whitmer
PO Box 885
Poplar, MT 59255

Warren,

Here is the information we spoke of on the phone this morning. Although it is a bit technical in nature, I think it will give you the needed information. I have included the following:

Map from Soil Survey showing your location.
A series of reports dealing with
a) chemical and physical properties of your soil
b) suitability of windbreak plantings
c) water management considerations.
Several pages from the Montana Irrigation Manual that talk about the impacts of water quality for irrigation.

I have highlighted certain parts to help you zero in on your specific circumstances.

Another source of information would be Mr. Chet Hill, Roosevelt Co. Extension Agent. He is located in the County Building on Main Street in Culbertson, and can be contacted at 787-5312.

I hope this is helpful. If I can be of further assistance, please feel free to call me at 768-5155 ext.359.

Sincerely,

Tom Beck

Tom Beck
Resource Conservationist

WINDBREAKS AND ENVIRONMENTAL PLANTINGS

Warren Whitmer

Map symbol and soil name	Trees having predicted 20-year average height, in feet, of--				
	<8	8-15	16-25	26-35	>35
56:					
Turner	Western sandcherry, Nanking cherry	Siberian peashrub, green ash, Rocky Mountain juniper, Siberian crabapple, ponderosa pine, blue spruce, common chokecherry, lilac	Russian-olive, Siberian elm	---	---

WATER MANAGEMENT

Warren Whitmer

(The information in this report indicates the dominant soil condition but does not eliminate the need for onsite investigation)

Map symbol and soil name	Limitations for--			Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Aquifer-fed excavated ponds	Drainage	Irrigation	Terraces and diversions	Grassed waterways
56: Turner----------	Severe: seepage	Severe: seepage	Severe: no water	Deep to water	Droughty, soil blowing	Large stones, too sandy, soil blowing	Large stones, droughty

WATER MANAGEMENT

Endnote -- WATER MANAGEMENT

This report gives information on the soil properties and site features that affect water management. The degree and kind of soil limitations are given for pond reservoir areas; embankments, dikes and levees; and aquifer-fed excavated ponds. The limitations are considered "Slight" if soil properties and site features are generally favorable for the indicated use and limitations are minor and are easily overcome; "Moderate" if soil properties or site features are not favorable for the indicated use and special planning, design, or maintenance is needed to overcome or minimize the limitations; and "Severe" of soil properties or site features are so unfavorable or so difficult to overcome that special design, significant increases in construction costs, and possibly increased maintenance are required. This report also gives for each soil the restrictive features that affect drainage, irrigation, terraces and diversions, and grassed waterways

POND RESERVOIR AREAS hold water behind a dam or embankment. Soils best suited to this use have low seepage potential in the upper 60 inches. The seepage potential is determined by the permeability of the soil and the depth to fractured bedrock or other permeable material. Excessive slope can affect the storage capacity of the reservoir area.

EMBANKMENTS, DIKES, AND LEVEES are raised structures of soil material, generally less than 20 feet high, constructed to impound water or to protect land against overflow. In this report, the soils are rated as a source of material for embankment fill. The ratings apply to the soil material below the surface layer to a depth of about 5 feet. It is assumed that soil layers will be uniformly mixed and compacted during construction. The ratings do not indicate the ability of the natural soil to support an embankment. Soil properties to a depth even greater than the height of the embankment can affect performance and safety of the embankment. Generally, deeper onsite investigation is needed to determine these properties. Soil material in embankments must be resistant to seepage, piping, and erosion and have favorable compaction characteristics. Unfavorable features include less than 5 feet of suitable material and a high content of stones or boulders, organic matter, or salts or sodium. A high water table affects the amount of usable material. It also affects trafficability.

AQUIFER-FED excavated ponds are pits or dugouts that extend to a ground-water aquifer or to a depth below a permanent water table. Excluded are ponds that are fed only by surface runoff and embankment ponds that impound water 3 feet or more above the original surface. Excavated ponds are affected by depth to a permanent water table, permeability of the aquifer, and quality of the water as inferred from the salinity of the soil. Depth to bedrock and the content of large stones affect the ease of excavation.

DRAINAGE is the removal of excess surface and subsurface water from the soil. How easily and effectively the soil is drained depends on the depth to bedrock, to a cemented pan, or to other layers that affect the rate of water movement; permeability; depth to a high water table or depth of standing water if the soil is subject to ponding; slope; susceptibility to flooding; subsidence of organic layers; and potential frost action. Excavating and grading and the stability of ditchbanks are affected by depth to bedrock or to a cemented pan, large stones, slope, and the hazard of cutbanks caving. The productivity of the soil after drainage is adversely affected by extreme acidity or by toxic substances in the root zone, such as salts, sodium , or sulfur. Availability of drainage outlets is not considered in the ratings.

WATER MANAGEMENT

Endnote -- WATER MANAGEMENT--Continued

IRRIGATION is the controlled application of water to supplement rainfall and support plant growth. The design and management of an irrigation system are affected by depth to the water table, the need for drainage, flooding, available water capacity, intake rate, permeability, erosion hazard, and slope. The construction of a system is affected by large stones and depth to bedrock or to a cemented pan. The performance of a system is affected by the depth of the root zone, the amount of salts or sodium, and soil reaction.

TERRACES AND DIVERSIONS are embankments or a combination of channels and ridges constructed across a slope to control erosion and conserve moisture by intercepting runoff. Slope, wetness, large stones, and depth to bedrock or to a cemented pan affect the construction of terraces and diversions. A restricted rooting depth, a severe hazard of wind or water erosion, an excessively coarse texture, and restricted permeability adversely affect maintenance.

GRASSED WATERWAYS are natural or constructed channels, generally broad and shallow, that conduct surface water to outlets at a nonerosive velocity. Large stones, wetness, slope, and depth to bedrock or to a cemented pan affect the construction of grassed waterways. A hazard of wind erosion, low available water capacity, restricted rooting depth, toxic substances such as salts or sodium, and restricted permeability adversely affect the growth and maintenance of the grass after construction.

CHEMICAL PROPERTIES OF THE SOILS

Warren Whitmer

Map symbol and soil name	Depth	Clay	Cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio
	In	Pct	meq/100g	pH	Pct	Pct	mmhos/cm	
56:								
Turner----------	0-10	10-20	5.0-15.0	6.1-7.8	---	---	---	---
	10-21	25-35	10.0-25.0	6.6-8.4	---	---	---	---
	21-60	0-5	10.0-20.0	7.4-8.4	8-15	---	---	---

CHEMICAL PROPERTIES OF THE SOILS

Endnote -- CHEMICAL PROPERTIES OF THE SOILS

This report shows estimates of some characteristics and features that affect soil behavior. These estimates are given for the major layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

CLAY as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this report, the estimated clay content of each major soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The amount and kind of clay greatly affect the fertility and physical condition of the soil. They determine the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, permeability, and plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

CATION EXCHANGE CAPACITY (CEC) is the total amount of cations held in a soil in such a way that they can be removed only by exchanging with another cation in the natural soil solution. CEC is a measure of the ability of a soil to retain cations, some of which are plant nutrients. Soils with low CEC hold few cations and may require more frequent applications of fertilizers than soils with high CEC. Soils with high CEC have the potential to retain cations, thus reducing the possibility of pollution of ground water.

SOIL REACTION is a measure of acidity or alkalinity and is expressed as a range in pH values. The range in pH of each major horizon is based on many field tests. For many soils, values have been verified by laboratory analyses. Soil reaction is important in selecting crops and other plants, in evaluating soil amendments for fertility and stabilization, and in determining the risk of corrosion.

CALCIUM CARBONATE is the percentage by weight of calcium carbonate in the fine-earth material, less than 2 millimeters in size.

GYPSUM is the percentage by weight of hydrated calcium sulfates 20 millimeters or smaller in size, in the soil.

SALINITY is a measure of soluble salts in the soil at saturation. It is expressed as the electrical conductivity of the saturation extract, in millimhos per centimeter at 25 degrees C. Estimates are based on field and laboratory measurements at representative sites of nonirrigated soils.

The salinity of irrigated soils is affected by the quality of the irrigation water and by the frequency of water application. Hence, the salinity of soils in individual fields can differ greatly from the value given in the report. Salinity affects the suitability of a soil for crop production, the stability of soil if used as construction material, and the potential of the soil to corrode metal and concrete.

SODIUM ADSORPTION RATIO (SAR) expresses the relative activity of sodium ions in exchange reactions in the soil. SAR is a measure of the amount of sodium relative to calcium and magnesium in the water extract from saturated soil paste.

PHYSICAL PROPERTIES OF SOILS

Warren Whitmer

(Entries under "Erosion factors--T" apply to the entire profile. Entries under "Wind erodibility group" and "Wind erodability index" apply only to the surface layer)

Map symbol and soil name	Depth	Clay	Moist bulk density	Permeability	Available water capacity	Shrink-swell potential	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
								K	Kf	T		
	In	Pct	g/cc	In/hr	In/in		Pct					
56:												
Turner----------	0-10	10-20	1.20-1.40	0.60-2.00	0.12-0.16	Low	2.0-4.0	0.24	0.24	4	3	86
	10-21	25-35	1.30-1.50	0.60-2.00	0.14-0.17	Moderate	0.5-2.0	0.20	---			
	21-60	0-5	1.35-1.50	6.00-20.00	0.02-0.03	Low	0.0-0.5	0.05	---			

PHYSICAL PROPERTIES OF SOILS

Endnote -- PHYSICAL PROPERTIES OF SOILS

This report shows estimates of some characteristics and features that affect soil behavior. These estimates are given for the major layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

CLAY as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this report, the estimated clay content of each major soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The amount and kind of clay greatly affect the fertility and physical condition of the soil. They determine the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, permeability, plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

MOIST BULK DENSITY is the weight of soil (ovendry) per unit volume. Volume is measured when the soil is at field moisture capacity, the moisture content at 1/3 bar moisture tension. Weight is determined after drying the soil at 105 degrees C. In this report, the estimated moist bulk density of each major soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. A bulk density of more than 1.6 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

PERMEABILITY refers to the ability of a soil to transmit water or air. The estimates indicate the rate of downward movement of water when the soil is saturated. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Permeability is considered in the design of soil drainage systems, septic tank absorption fields, and construction where the rate of water movement under saturated conditions affects behavior.

AVAILABLE WATER CAPACITY refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each major soil layer. The capacity varies, depending on soil properties that affect the retention of water and the depth of the root zone. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

SHRINK-SWELL POTENTIAL is the potential for volume change in a soil with a loss or gain of moisture. Volume change occurs mainly because of the interaction of clay minerals with water and varies with the amount and type of clay minerals in the soil. The size of the load on the soil and the magnitude of the change in soil moisture content influence the amount of swelling of soils in place. Laboratory measurements of swelling of undisturbed clods were made for many soils. For others, swelling was estimated on the basis of the kind and amount of clay minerals in the soil and on measurements of similar soils. If the shrink-swell potential is rated moderate to very high, shrinking and swelling can cause damage to buildings, roads, and other structures. Special design is often needed. Shrink-swell potential classes are based on the change in length of an unconfined clod as moisture content is increased from air-dry to field capacity. The change is based on the soil fraction less than 2 millimeters in diameter. The classes are "Low," a change of less than 3 percent; "Moderate," 3 to 6 percent; and "High," more than 6 percent. "Very high," greater than 9 percent, is sometimes used.

PHYSICAL PROPERTIES OF SOILS

Endnote -- PHYSICAL PROPERTIES OF SOILS--Continued

ORGANIC MATTER is the plant and animal residue in the soil at various stages of decomposition. In report J, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained or increased by returning crop residue to the soil. Organic matter affects the available water capacity, infiltration rate, and tilth. It is a source of nitrogen and other nutrients for crops.

EROSION FACTOR K indicates the susceptibility of the whole soil (including rocks and rock fragments) to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter (up to 4 percent) and on soil structure and permeability. Values of K range from 0.05 to 0.69. The higher the value, the more susceptible the soil is to sheet and rill erosion by water.

EROSION FACTOR Kf is like EROSION FACTOR K but it is for the fine-earth fraction of the soil. Rocks and rock fragments are not considered.

EROSION FACTOR T is an estimate of the maximum average annual rate of soil erosion by wind or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

WIND ERODIBILITY GROUPS are made up of soils that have similar properties affecting their resistance to wind erosion in cultivated areas. The groups indicate the susceptibility of soil to wind erosion. Soils are grouped according to the following distinctions:

1. Coarse sands, sands, fine sands, and very fine sands. These soils are generally not suitable for crops. They are extremely erodible, and vegetation is difficult to establish.

2. Loamy coarse sands, loamy sands, loamy fine sands, loamy very fine sands, and sapric soil material. These soils are very highly erodible. Crops can be grown if intensive measures to control wind erosion are used.

3. Coarse sandy loams, sandy loams, fine sandy loams, and very fine sandy loams. These soils are highly erodible. Crops can be grown if intensive measures to control wind erosion are used.

4L. Calcareous loams, silt loams, clay loams, and silty clay loams. These soils are erodible. Crops can be grown if intensive measures to control wind erosion are used.

4. Clays, silty clays, noncalcareous clay loams, and silty clay loams that are more than 35 percent clay. These soils are moderately erodible. Crops can be grown if measures to control wind erosion are used.

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

SOIL MAP LEGEND
Warren Whitmer

Map symbol	Soil name
6	Turner sandy loam, 0 to 2 percent slopes

Form No. 603 (R 6-84)

MAR 27 1989

File No. _____

WELL LOG REPORT

State law requires that this form be filed by the water well driller within 60 days after completion of the well.

1. WELL OWNER
Name HOWARD GRAINGER

2. CURRENT MAILING ADDRESS
#9 OF 9-31A

3. WELL LOCATION
County ROOSEVELT
Township 28 (N) S Range 28 (E) W
SW¼ NW¼ NW¼ NW¼ Section 33
Lot _____ Block _____
Subdivision _____

4. PROPOSED USE Domestic [X] Stock [ ] Irrigation [ ]
Other [ ] specify _____

5. DRILLING METHOD _____ cable, _____ bored,
X forward rotary, _____ reverse rotary, _____ jetted,
_____ other (specify) _____

6. WELL CONSTRUCTION AND COMPLETION

Size of drilled hole	Size and weight of casing	From (feet)	To (feet)	Perforations .030 and/or Screen STAINLESS Kind	Size	From (feet)	To (feet)
9"	5" .250 STEEL	+1.5	115		5"	115	120

Was casing left open end? _____ Yes X No
Was a packer or seal used? _____ Yes X No
If so, what material _____
Was the well gravel packed? _____ Yes X No
Was the well grouted? X Yes _____ No
To what depth? 17
Material used in grouting CEMENT
Well head completion: Pitless adapter
X Yes _____ No
Top of casing 18 in. or greater above grade
X Yes _____ No

7. WHAT IS THE TEMPERATURE OF THE WATER?
_____ Degrees Fahrenheit
[ ] Measured [ ] Estimated

8. WATER LEVEL
Static water level 90 feet below land surface
If flowing; closed-in pressure _____ psi
_____ gpm
Controlled by: _____ valve, _____ reducers,
_____ other, (specify) _____

9. WELL TEST DATA X pump _____ bailer
_____ other, (specify) _____
Pumping water level below land surface:
95 ft. after 4 hrs. pumping 20 gpm
_____ ft. after _____ hrs. pumping _____ gpm

10. WAS WELL PLUGGED OR ABANDONED? ___ Yes X No
If yes, how? _____

11. DATE COMPLETED 3-15-89

12. WELL LOG

Depth (ft.) From	To	Formation
0	1.5	GRAVEL
1.5	28	BRN CLAY
28	102	GREY CLAY
102	120	GRAVEL 1/8" TO 1/4"
120		SHALE

(use separate sheet if necessary)

EXHIBIT 32 1 of 2

13. DRILLER'S CERTIFICATION
This well was drilled under my jurisdiction and this report is true to the best of my knowledge.

3-20-89
Date

RESERVATION DRILLING
Firm Name

POPLAR MT 59255
Address

Jack [illegible]
Signature License No.

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION **DNRC**

32 SOUTH EWING · HELENA, MONTANA 59620 · 444-6610

DEPARTMENT COPY

000129

DRILLER: Please give this copy to the well owner to complete reverse side.
OWNER: Complete reverse side of Form 602 and send to DNRC.

Client:	PHS Indian Health Service	Date	April 13, 1989
Identification:	H. Grainger #9	Job No.	87-952
Laboratory Number:	96271	Sheet	2 of 3
Date Sampled:	3/16/89		

		Date Analy
pH, standard units:	7.4	3/29/89
Conductivity, umhos/cm:	2480	4/07/89
Total Dissolved Solids (at 180 C), mg/l:	1710	3/31/89
Sodium Adsorption Ratio (SAR):	6.83	

CATIONS

Total Hardness as CaCO3:	571	mg/l	11.41	meq/l	
Calcium as Ca:	105	mg/l	5.24	meq/l	4/05/89
Magnesium as Mg:	75	mg/l	6.17	meq/l	4/05/89
Sodium as Na:	375	mg/l	16.31	meq/l	4/05/89
Potassium as K:	8	mg/l	0.20	meq/l	4/05/89
	Total Cations:		27.92	meq/l	

ANIONS

Total Alkalinity as CaCO3:	558	mg/l	11.16	meq/l	3/30/89
Bicarbonate Alkalinity as HCO3	681	mg/l	11.16	meq/l	
Carbonate Alkalinity as CO3:	0	mg/l	0.00	meq/l	
Hydroxide Alkalinity as OH:	0	mg/l	0.00	meq/l	
Chloride as Cl:	34	mg/l	0.96	meq/l	4/11/89
Fluoride as F:	0.25	mg/l	0.01	meq/l	4/11/89
Nitrate + Nitrite as N:	-0.05	mg/l	0.00	meq/l	4/07/89
Sulfate as SO4:	772	mg/l	16.07	meq/l	3/31/89
	Total Anions:		28.20	meq/l	
	Cation-Anion Difference:		0.28	meq/l	

Total Iron as Fe	1.41	mg/l	4/06/89
Total Manganese as Mn	0.22	mg/l	4/06/89

UNITED STATES
DEPARTMENT OF THE INTERIO.
BUREAU OF INDIAN AFFAIRS
LEASE
Allotted

0518
Lease No.

Document No.

THIS LEASE, made and entered into this _____ day of _____ 19___ by and between Francis P. Renz Allotment # 791, hereinafter called the "LESSOR", and the Fort Peck Housing Authority hereinafter called the "LESSEE", in accordance with existing law and regulations (25 CFR 131) which by reference are made a part hereof, and subject to the approval of the Secretary of the Interior or his duly authorized representative acting under delegated authority.

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. PREMISES. The Lessor hereby leases to the Lessee the following real property located in the Roosevelt County, State of Montana, described as follows:
NE¼ NW¼ NW¼ NW¼ Section 33, T28, R51 Poplar, Montana

The above property will comprise one dwelling site.

2. USE OF PREMISES. The premises shall be used for the purpose of constructing a home and its appurtenances, under the Public Housing Project, with the financial assistance of Housing & Urban Dev., hereinafter called _____ the lender, a(n) _____ Agency that makes, guarantees, or insures loans, and for such other purposes, not inconsistent with the foregoing as may be approved by the Lessor and _____ the lender.

3. TERM. Lessee shall have and hold the described premises with their appurtenances for a term of 25 years beginning on the date of approval by the Secretary. This lease shall automatically and without notice renew for an additional term of 25 years on the same terms and conditions contained herein. This lease may not be terminated by either or both parties during the term provided herein if and so long as the lease and/or any improvements on the leased premises, or any interest therein are mortgaged or pledged or encumbered as security for any loan to the lender or its successors pursuant to an authorized encumbrance instrument, unless the lender or successor consents in writing to such termination agreed upon by the Lessor and Lessee.

4. CONSIDERATION FOR LEASE. In consideration of the Lessor entering into the lease, the Lessee shall pay the Lessor for use of the premises rent at the rate of one dollar ($1.00) for each 25 year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof including this paragraph shall not be construed to prejudice the rights or impair the prosecution of any claim of the Lessee arising out of such condemnation proceeding.

5. SUBLEASES. The Lessee is hereby authorized to make subleases of its leasehold interests in connection with the construction, development, and occupancy of the house on the leased premises subject to the limitations of term and other conditions or limitations of this lease.

6. ASSIGNMENTS. This lease shall not be assigned, in whole or in part without the prior written consent of the Lessor or the Secretary, and _____ the lender, during the period that the lender has a financial interest in the project, provided that the Lessee may assign this lease or deliver possession of the premises to the United States of America without the consent of the Lessor or Secretary in the event of the issuance of a Notice of substantial Default, of substantial breach of any financial assistance contract between the Lessee and the United States.

7. IMPROVEMENTS. All improvements shall remain the property of the Lessee, sublessee or assignee until the expiration of the lease. All such improvements shall then become the property of the Lessor at the expiration or termination of this lease.

8. INSURANCE. Lessee agrees to obtain and maintain for owner's, landlord's, and tenant's public liability insurance, excluding property damage, at no cost to and in amounts acceptable to the Lessor and _____ the lender. It is understood and agreed that the term "owners" includes both the United States and the Lessor. The Lessee and its assigns shall hold the Lessor and the United States harmless from any claim of whatsoever nature arising out of the use or occupancy of the leased or subleased premises.

9. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land, the lender, and the Lessee shall be notified by the Secretary of any such change in the status of the land.

10. SHARE OF BENEFIT FROM LEASE. No member of Congress or any delegate thereto or any resident Assistant Secretary for Indian Affairs shall be admitted to any share or part of this lease or to any benefit that may arise therefrom.

11. VIOLATIONS OF LEASE. It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 131.

12. QUIET ENJOYMENT. Lessor agrees to defend the title of the leased premises and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the leased premises for the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

000131

EXHIBIT
33
1 of 2

13. TERMINATION OF POSSESSI... Upon the expiration or other termination da... is lease, the Lessee, ... assignee shall without l... action by Lessor, remove themselves from and surrender ... e Lessor, complete and peaceable possession of the premi... No further occupancy or use rights are implied or granted by the provisions of this lease.

14. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purposes.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the Lessor.

17. ENCUMBRANCE. Lessee may, with approval of the Secretary, mortgage, pledge or otherwise encumber the lease or improvements on the leased premises as may be necessary and appropriate under a Federal financial assistance contract between the Lessee and _____, the lender. Provided, that Lessee shall not, without the prior written consent of the Lessor and Secretary and written approval of _____ the lender _____, mortgage, pledge or encumber this lease or any interest in this lease or improvements on the leased premises when a prior, existing mortgage, pledge or encumbrance is in force with _____ the above lender or any other Federal or non-Federal agency. Nothing in this lease shall prevent _____ the lender _____ or other lender under an authorized encumbrance, from taking the necessary actions. If a sale or foreclosure occurs under the approved encumbrance the encumbrancer may assign the leasehold interest only with the approval of the Secretary and purchaser's will be bound by the terms of this lease and will assume all obligations thereunder in writing.

18. MINERALS. Lessor excepts and reserves to itself, its successors and its assigns, all oil, gas, coal, and minerals whatsoever, already found or which may hereafter be found, upon or under the premises, with the right to prospect for, mine, and remove the same. Lessor agrees not to exercise, or allow others to exercise, its rights to enter upon the surface of the premises, or use within a depth of 200 feet, the subsurface of the premises, provided, however, that the Lessor shall have the rights to explore, develop and extract minerals from the premises by operations carried on from adjoining lands.

19. DEFINITIONS. Secretary as used in this lease means the Secretary of the Interior or his duly authorized representative acting under delegated authority.

TO BE USED WHEN THE SITE IS ON INDIVIDUALLY OWNED TRUST LAND.

In Witness Whereof, the parties hereto have hereunto set their hands on the date first above written.

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ LESSOR

_____ LESSOR

_____ LESSOR

_____ LESSOR

Fort Peck
HOUSING AUTHORITY, _____ LESSEE

The within lease is hereby approved:

_____ CHAIRMAN

_____ SECRETARY

_____ SECRETARY OF THE INTERIOR

000132

FORT PECK HOUSING AUTHORITY
P.O. BOX 667 TEL. 406-768-3459
POPLAR, MONTANA
59255

May 31, 2001

Charles Four Bear
Box 1494
Poplar, MT 59255

Dear Charles,

Enclosed is a copy of the requested evaluation of your account. If you have any questions regarding your evaluation please contact my office at 768-3459. Thank you.

Sincerely,

Darrit K. Eagle
Occupancy Research Specialist

Enclosure

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 90 Term Date :

Month 91	Charges	Payments	Receipt #	Date Paid	Balance	MEPA	
January							
February							
March							
April							
May							
June	90.00 45.00	45.00 ADS.			45.00	.00	
July	45.00	45. ADS.			.00		
August	45.00	45. ADS.			.00		
September	45.00				45.00		
October	45.00				90.00		
November	45.00				135.00		
December	45.00	135.	1992	12-19	45.00	.00	

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date :

Month 92	Charges	Payments	Receipt #	Date Paid	Balance	MEPA
January	45.00				90.00	.00
February	45.00	45.00	2584	2-6	90.00	
March	45.00					
April	45.00	45.	3361	4-21		
Utilities	407.03				542.03	
May	45.00	71.50 72.00	3706 3771	5-18 5-28	443.53	.00
June	45.00	72. 72.	4025 4211	6-15 6-30	373.53	29.00 CR
July	74.00	72.	4485	7-27	375.53	58.00 CR
August	74.00	72. 72. 72.	4610 4741 4768	8-11 8-24 8-27	233.53	82.00 CR
September	74.00	72. 72.	4917 5075	9-9 9-21	163.53	106.00 CR
October	74.00	72. 72. 72.	5241 5392 5538	10-6 10-19 10-30	21.53	130.00 CR
November	74.00	72.	5693		23.53	154.00 CR
December	74.00	72. 72.	5914 6150	11-30 12-30	46.47	178.00 CR

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date :

Month 93	Charges	Payments	Receipt #	Date Paid	Balance	MFPA	
January	74.00	72. 72.	6302 6395	1-14 1-22	116.47 CR	205.78 CR	
February	74.00	72. 72. 72.	6633 6662 6811	2-9 2-9 2-23	258.47 CR	227.78 CR	
March	74.00	72. 72.	7000 7145	3-9 3-23	328.47 CR	251.78 CR	
April	74.00	72. 72.	7237 7431	4-7 4-20	398.47 CR	275.78 CR	
May	74.00	72. 72.	7655 7773	5-10 5-20	468.47 CR	299.78 CR	
June Storm Dr.	74.00 230.00	72. 72. 72.	7962 8125 8246	6-2 6-15 6-24	610.47 CR	230.00 97.28 CR	
ly Refund	74.00 500.	72.	8378	7-14	108.47 CR	121.28 CR	
gust	74.00	72. 72. 72.	8675 8708 8835	8-17 8-18 8-29	250.47 CR	146.05 CR	
eptember	74.00	72. 72.	8984 9150	9-9 9-23	320.47 CR	170.05 CR	
tober	74.00	72. 72. 72.	9318 9492 9600	10-6 10-21 10-29	462.47 CR	194.05 CR	
ember Space Repair 10595	74.00 47.67				388.47 CR	47.67 170.38 CR	
cember	74.00				314.47 CR	194.38 CR	

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date : _____

Month 94	Charges	Payments	Receipt #	Date Paid	Balance	MEPA	
January	74.00				240.47cr	219.87cr	
February	74.00					36.50	
paired outlet WO# 193946	36.50				166.47cr	207.37cr	
March	74.00				92.47cr	231.37cr	
April	74.00	72. 72.	11541 11689	4-20 4-29	162.47cr	255.37cr	
May	74.00	72. 72.	11931 12084	5-18 5-27	232.47cr	279.37cr	
June	74.00	72. 72.	12318 12478	6-15 6-23	302.47cr	309.37cr	
July	74.00	72. 72.	12779 12838	7-28 7-29	372.47cr	327.37cr	
August	74.00	72. 72.	12963 13146	8-4 1-18			
et repair	18.27				424.20cr	351.37cr	
eptember	74.00	72. 72.	13361 13589	9-6 9-21	494.20cr	375.37cr	
tober	74.00	72. 72.	13818 13847	10-11 10-13	564.20cr	399.37cr	
ember	74.00	72. 72.	14192 14380	11-8 11-21	634.20cr	423.37cr	
ecember	74.00	144.	14611	12-9	704.20cr	447.37cr	

EVALUATION OF ACCOUNT

Name: Cindy Ann Bell Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date :

Month 95 Charges	Payments	Receipt #	Date Paid	Balance	MEDA
January 74.00	72.	14996	1-10		101.74
	72.	15019	1-10		
Fan/Light 101.74				846.20 CR	369.63 CR
February 74.00	72.	15505	2-13		
	72.	15668	2-21		
				916.20 CR	393.63 CR
March 74.00	72.	15945	3-9		
	72.	16251	3-28		
				986.20 CR	417.63 CR
April 74.00	72.	16346	4-5		
	72.	16582	4-24		
	72.	16744	4-27		
Refund 154.14				974.06 CR	441.63 CR
May 74.00	72.	17013	5-17		
				972.06 CR	465.63 CR
June 74.00	72.	17269	6-6		
	72.	17442	6-16		
				1,042.06 CR	500.62 CR
July 74.00	72.	17691	7-6		
Refund 800.				240.06 CR	524.62 CR
August 74.00					
				166.06 CR	548.62 CR
September 74.00					
				92.06 CR	572.62 CR
October 308.00					572.62
Fixed Pump 577.59	572.62				
Replace toilet 325.48				546.39	258.00 CR
November 308.00					
				854.39	516.00 CR
December 308.00					153.83
	549. ADJ.				549.00
Plumbing Bills 153.83				613.39	71.17 CR

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date :

Month 96	Charges	Payments	Receipt #	Date Paid	Balance	MEPA	
January	125.00				738.39	146.17CR	
February	125.00				863.39	221.17CR	
March	125.00				988.39	296.17CR	
April	125.00				1,113.39	371.17CR	
May	125.00				1,238.39	446.17CR	
June	125.00				1,363.39	521.17CR	
July	125.00				1,488.39	596.17CR	
August	125.00				1,613.39	671.17CR	
September	125.00				1,738.39	746.17CR	
October	125.00	50.	24538	10-29	1,813.39	821.17CR	
November	125.00				1,938.39	896.17CR	
December	125.00				1,988.39	946.17CR	

EVALUATION OF ACCOUNT

Name: Charles Four Bird Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date :

Month 97	Charges	Payments	Receipt #	Date Paid	Balance	MEPA
January	125.00	65.	25599	1-15	2,058.39	1,016.17cr
February	125.00				2,183.39	1,076.17cr
March	125.00	840. ADJ.			1,468.39	840.00 296.17cr
April	65.00				1,533.39	296.17cr
May	65.00				1,598.39	
June	65.00				1,663.39	
July	65.00				1,728.39	
August	65.00				1,793.39	
September	65.00	120.	28791	9-8	1,738.39	
October	65.00				1,803.39	
November	65.00				1,868.39	
December	65.00	120.	29905	12-3	1,813.39	296.17cr

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date : _____

Month 98	Charges	Payments	Receipt #	Date Paid	Balance	MEPA
January	65.00	40. 40.	30540 30655	1-13 1-20	1,598.39	296.17 CR
February	65.00	40. 40.	22826 23149	2-4 2-13	1,583.39	
March	65.00	60.	23694	3-10	1,588.39	
April	65.00	80.	24420	4-6	1,573.39	
May	65.00				1,638.39	
June	65.00				1,703.39	
July	65.00				1,768.39	
August	65.00				1,833.39	
September	65.00				1,898.39	
October	65.00				1,963.39	
November	65.00					
Called Furnace 4048	64.00				2,092.39	
December	65.00				2,157.39	296.17 CR

EVALUATION OF ACCOUNT

Name: Charles Four Bears Project: 9-34 Lease Date: 4-17-91

Unit : 50 Term Date :

Month 99 Charges	Payments	Receipt #	Date Paid	Balance	MEPA
January 65.00				2,222.39	296.17cR
February 65.00				2,287.39	296.17cR
March 65.00 repaired Pump 455.12 maint				2,352.39	455.12 158.95
April 65.00	50.	50271	4-17	2,367.39	
May 65.00	50. 50.	50547 50934	4-30 5-17	2,332.39	
June 65.00 Singles 240. paired pump 693.99 paired pump 179.89	50. 50. 50.	51198 68590 68830	6-2 6-16 6-29	3,3e1.27	
July 65.00 control 471.50 paired pump 582.54 NH #5386	50. 50.	69206 69551	7-16 7-29	4,330.31	
August 65.00 NH #5386 582.54	50. 50.	69894 70136	8-10 8-24	4,927.85	
September 65.00	50.	70627	9-23	4942.85	
October 65.00	50. 50.	70935 71195	10-6 10-20	4,907.85	
November 65.00	50. 50. 50.	71543 71863 72132	11-3 11-15 11-29	4,322.85	
December 65.00	50. 50.	72442 72646	12-14 1-27	4,737.85	158.95

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date : _____

Month 00	Charges	Payments	Receipt #	Date Paid	Balance	MEPA
January	65.00	50. 50.	73037 73310	1-11 1-24	4,752.85	158.95
February	65.00	50. 50.	16947 16493	2-9 2-22	4,717.85	
March	65.00	50. 50	17048 17268	3-16 3-22	4,682.85	
April	65.00	50.	17723	4-14	4,697.35	
May	65.00	50. 50. 50.	18062 18383 18667	4-30 5-12 5-26	4,612.35	
June	65.00	50. 50.	19053 19301	6-12 6-23	4,577.85	
ily placed HWH #8349	65.00 3603.06	50. 50.	19648 19881	7-10 7-21	4,906.51	
igust	65.00	50. 50.	20265 20631	7-31 8-31	4,371.51	
eptember	65.00	50.	93547	9-18	4,836.51	
tober	65.00	50. 50. 50.	93912 94198 94477	10-4 10-17 10-27	4,801.50	
vember	65.00	50. 50.	94793 95096	11-9 11-27	4,766.51	
ecember	65.00	50. 50.	95476 95724	12-13 12-26	4,731.51	158.95

EVALUATION OF ACCOUNT

Name: Charles Four Bear Project: 9-34 Lease Date: 4-17-91

Unit : 30 Term Date : _____

Month 01	Charges	Payments	Receipt #	Date Paid	Balance	MEPA	
January	65.00	50. 50.	96074 96350	1-9 1-24	4,696.51	158.95	
February	65.00	50. 50.	96645 96997	1-31 2-20	4,661.51		
March	65.00	50. 50.	97574 97934	3-12 3-30	4,626.51		
April	65.00	50.	98375	4-17	4,641.51		
May	65.00	50. 50. 50.	98318 99015 99313	4-30 5-11 5-25	4,516.51		
June	65.00					158.95	
July							
August							
September							
October							
November							
December							